



King County

1200 King County
Courthouse
516 Third Avenue
Seattle, WA 98104

Meeting Agenda Committee of the Whole

Councilmembers: Jane Hague, Chair; Joe McDermott, Vice Chair;
Rod Dembowski, Reagan Dunn, Larry Gossett, Kathy Lambert,
Larry Phillips, Dave Upthegrove, Pete von Reichbauer

Staff: Wendy Soo Hoo, Lead Staff (206-477-0890)
Marka Steadman, Committee Assistant (206-477-0887)

9:30 AM

Monday, October 27, 2014

Room 1001

Pursuant to K.C.C. 1.24.035 A. and F., this Committee of the Whole meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

To show a PDF of the written materials for an agenda item, click on the agenda item below.

1. **Call to Order**
2. **Roll Call**
3. **Approval of Minutes pp. 3-6**

October 20, 2014 meeting

Briefing

4. **Briefing No. 2014-B0187 pp. 7-10**

Briefing on Harborview and Public Health - Seattle & King County Protocols for Ebola

*Johnese Spisso, Chief Health System Officer, UW Medicine and Vice President for medical affairs,
University of Washington,
Dr. Timothy Dellit, Harborview Medical Center's associate medical director and chief of infectious disease,
Dr. Jeff Duchin, communicable-disease chief for Public Health — Seattle & King County*



*Sign language and communication material in alternate formats can be arranged given sufficient notice (206-1000).
TDD Number 206-1024.*

ASSISTIVE LISTENING DEVICES AVAILABLE IN THE COUNCIL CHAMBERS.



Discussion and Possible Action

5. [Proposed Ordinance No. 2014-0391](#) pp. 11-76

AN ORDINANCE approving and adopting a memorandum of agreement negotiated by and between King County and the King County Coalition of Labor Unions regarding "Total Compensation" Coalition Bargaining, Cost-of-Living Wage Adjustments for 2015 and 2016 and commitment for future "Total Compensation" bargaining in a Coalition forum representing employees in the bargaining units that have ratified this memorandum of agreement; and establishing the effective date of said agreement.

Sponsors: Mr. McDermott

Nick Wagner, Council Staff

Discussion

6. [Proposed Motion No. 2014-0334](#) pp. 77-88

A MOTION acknowledging receipt of a report related to review of the solid waste interlocal agreement and issues identified in Ordinance 17677 submitted in compliance with Ordinance 17696, Section 19, Proviso P2.

Sponsors: Mr. Dembowski

Mike Reed, Council Staff

Briefing

7. [Briefing No. 2014-B0188](#) pp. 89-119

Briefing on Contracting Opportunities Program Report

Nick Wagner, Council Staff

Sandy Hanks, Business Development and Contract Compliance Manager, Finance and Business Operations, Executive Services

Other Business

Adjournment



King County

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Meeting Minutes Committee of the Whole

Councilmembers: Jane Hague, Chair; Joe McDermott, Vice
Chair;
Rod Dembowski, Reagan Dunn, Larry Gossett, Kathy Lambert,
Larry Phillips, Dave Upthegrove, Pete von Reichbauer

Staff: Wendy Soo Hoo, Lead Staff (206-477-0890)
Marka Steadman, Committee Assistant (206-477-0887)

9:30 AM

Monday, October 20, 2014

Room 1001

DRAFT MINUTES

Pursuant to K.C.C. 1.24.035 A. and F., this Committee of the Whole meeting is also noticed as a meeting of the Metropolitan King County Council, whose agenda is limited to the committee business. In this meeting only the rules and procedures applicable to committees apply and not those applicable to full council meetings.

1. **Call to Order**

The Metropolitan King County Council's Committee of the Whole meeting was called to order by Chair Jane Hague at 9:39 a.m.

2. **Roll Call**

Present: 8 - Ms. Lambert, Ms. Hague, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett, Mr. McDermott, Mr. Dembowski and Mr. Upthegrove

Excused: 1 - Mr. Dunn

3. **Approval of Minutes**

Councilmember McDermott moved approval of the of the October 13, 2014, meeting minutes. There being no objections, the minutes were approved.

Briefing

4. **Briefing No. 2014-B0185**

Combatting Inequity Strategic Innovation Priority

Mike Reed, Council staff, briefed the Committee. Chandler Felt, County Demographer, Office of Performance, Strategy and Budget; Matias Valenzuela, Equity/Social Justice Manager, Seattle/King County Public Health; and Claudia Balducci, Justice System Manager, Office of Performance, Strategy and Budget; addressed the Committee and answered questions from the members.

This matter was Presented

Discussion and Possible Action

5. Proposed Ordinance No. 2014-0380

AN ORDINANCE renewing for six-months an existing moratorium on the establishment or location of medical marijuana dispensaries and collective gardens asserted to be or actually authorized under Chapter 181, Laws of Washington 2011, and chapter 69.51A RCW.

Erin Auzins, Council staff, briefed the Committee and answered questions from the members. Lisa Verner, Legislative Coordinator/Program Manager, Department of Permitting and Environmental Review; and Darren Carnell, Prosecuting Attorney's Office; answered questions from the Committee. Councilmember McDermott moved amendment 1. The amendment was adopted.

A motion was made by Vice Chair McDermott that this Ordinance be Recommended Do Pass Substitute. The motion carried by the following vote:

Yes: 6 - Ms. Lambert, Ms. Hague, Mr. Phillips, Mr. von Reichbauer, Mr. Gossett and Mr. McDermott

No: 2 - Mr. Dembowski and Mr. Upthegrove

Excused: 1 - Mr. Dunn

Briefing

6. Briefing No. 2014-B0186

Briefing on Proposed Ordinance 2014-0391 (Coalition MOA re COLAs and other terms)

Nick Wagner, Council staff, briefed the Committee and answered questions from the members. Nancy Buonanno Grennan, Director, Human Resources Department; and Dustin Frederick, Co-Chair, King County Coalition of Labor Unions; addressed the Committee.

This matter was Presented

Public Comment

No individuals provided public comment.

Other Business

There was no further business to come before the Committee.

Adjournment

The meeting was adjourned 11:21 a.m.

Approved this _____ day of _____.

Clerk's Signature

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King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	4	Name:	Rachelle Celebrezze Wendy Soo Hoo
Briefing No.:	2014-B0187	Date:	October 27, 2014
Invited:	Johnese Spisso, Chief Health System Officer, UW Medicine and Vice President for medical affairs, University of Washington Dr. Timothy Dellit, Harborview Medical Center's Associate Medical Director and Chief of Infectious Disease Patty Hayes, Interim Director, Public Health – Seattle & King County Dr. Jeff Duchin, Communicable Disease Chief, Public Health – Seattle & King County		

SUBJECT

Briefing 2014-B0187 is a discussion regarding Harborview's decision to potentially accept Ebola patients and how Harborview and Public Health – Seattle & King County are preparing.

BACKGROUND

The Harborview Medical Center is owned by King County, governed by a board of trustees appointed by the county and managed by the University of Washington. Harborview Medical Center is the only designated Level 1 adult and pediatric trauma and burn center in the state of Washington and serves as the regional trauma and burn referral center for Alaska, Montana and Idaho. Harborview has a specific mission to care for the community's most vulnerable patients.

Public Health – Seattle & King County (Public Health) seeks to identify and promote the conditions under which all people can live within healthy communities and can achieve optimum health. Public Health is one of the largest metropolitan health departments in the United States serving a resident population of 1.9 million people. Communicable disease control is among Public Health's core functions.

Ebola Outbreak

According to the U.S. Centers for Disease Control and Prevention, the 2014 Ebola epidemic is the largest outbreak of Ebola in global history, affecting multiple countries in West Africa. There have been four reported cases of the Ebola virus in the United

States—two individuals who acquired the virus in West Africa and two nurses who cared for one of those individuals. Locally, a Seattle-area nurse is being monitored for symptoms of the Ebola virus after treating Ebola patients in West Africa as well as an individual in Pierce County who recently traveled to an Ebola-impacted country in West Africa.

The Ebola virus is spread through direct contact with blood and bodily fluids; the virus is not spread through air, water, or food. To date, there is no FDA-approved vaccine available for Ebola, but experimental vaccines and treatments are under development.

ATTACHMENTS

1. Centers for Disease Control and Protection Fact Sheet: “What You Need to Know about Ebola” (October 16, 2014)

LINKS

Public Health Website on

Ebola: <http://www.kingcounty.gov/healthservices/health/communicable/diseases/ebola.aspx>

KING-5 Ebola Q&A with Dr. John Lynch, Associate Professor of Allergy and Infectious Diseases:

<http://www.king5.com/story/news/health/2014/10/16/ebola-qa-with-dr-john-lynch/17378731/>

What You Need to Know about Ebola

The 2014 Ebola epidemic is the largest in history

This outbreak is affecting multiple countries in West Africa. One imported case and associated locally acquired cases in healthcare workers have been reported in the United States.

CDC and its partners are taking precautions to prevent the further spread of Ebola within the United States.



A person infected with Ebola can't spread the disease until symptoms appear

The time from exposure to when signs or symptoms of the disease appear (the incubation period) is 2 to 21 days, but the average time is 8 to 10 days. Signs of Ebola include fever and symptoms like severe headache, muscle pain, vomiting, diarrhea, stomach pain, or unexplained bleeding or bruising.

Ebola is spread through direct contact with blood and body fluids

Ebola is spread through direct contact (through broken skin or through your eyes, nose, or mouth) with

- Blood and body fluids (like urine, feces, saliva, vomit, sweat, and semen) of a person who is sick with Ebola.
- Objects (like needles) that have been contaminated with the blood or body fluids of a person sick with Ebola.

Ebola is **not** spread through the air, water, or food.

Protect yourself against Ebola

There is no FDA-approved vaccine available for Ebola. Experimental vaccines and treatments for Ebola are under development, but they have not yet been fully tested for safety or effectiveness.

To protect yourself from Ebola

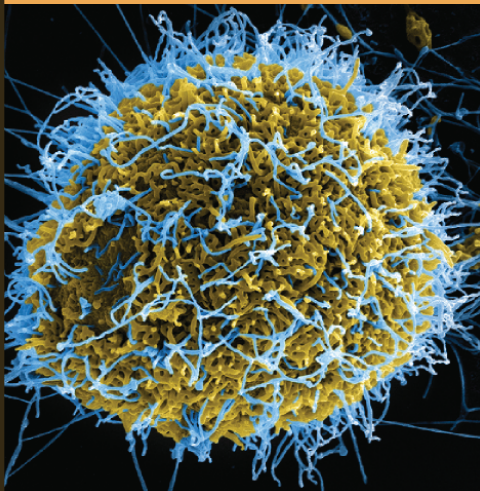
- **DO** wash your hands often with soap and water or use an alcohol-based hand sanitizer.
- Do **NOT** touch the blood or body fluids (like urine, feces, saliva, vomit, sweat, and semen) of people who are sick.
- Do **NOT** handle items that may have come in contact with a sick person's blood or body fluids, like clothes, bedding, needles, or medical equipment.
- Do **NOT** touch the body of someone who has died of Ebola.



Centers for Disease Control and Prevention
Office of the Director

"Ebola is hard to fight, but we know how to fight it and how to beat it... We're going to put in extra measures of safety to protect Americans."

—CDC Director Tom Frieden, MD, MPH



What to do if you are exposed to Ebola

If you have traveled to an area with an Ebola outbreak or had close contact with a person sick with Ebola, you may be at risk if you

- Had direct contact with blood or body fluids or items that came into contact with blood or body fluids from a person with Ebola.
- Touched bats or nonhuman primates (like apes or monkeys) or blood, fluids, or raw meat prepared from these animals.
- Went into hospitals where Ebola patients were being treated and had close contact with the patients.
- Touched the body of a person who died of Ebola.



Health advisory for airline travelers

You should check for signs and symptoms of Ebola for 21 days

- Take your temperature every morning and evening.
- Watch for other Ebola symptoms, like severe headache, muscle pain, vomiting, diarrhea, stomach pain, or unexplained bleeding or bruising.
- Call your doctor even if you do not have symptoms. The doctor can evaluate your exposure level and any symptoms and consult with public health authorities to determine if actions are needed.

During the time that you are watching for signs and symptoms, you can continue your normal activities, including going to work.

If you get sick after you come back from an area with an Ebola outbreak

- Get medical care **RIGHT AWAY** if you have a fever, severe headache, muscle pain, vomiting, diarrhea, stomach pain, or unexplained bleeding or bruising.
- Tell your doctor about your recent travel to West Africa or contact with a person who was sick with Ebola and your symptoms **BEFORE** you go to the doctor's office or emergency room. Calling before you go to the doctor's office or emergency room will help the staff care for you and protect other people.

For more information: www.cdc.gov/ebola



King County

Metropolitan King County Council Committee of the Whole

STAFF REPORT

Agenda Item:	5	Name:	Nick Wagner
Proposed No.:	2014-0391	Date:	27 October 2014

SUBJECT

Proposed adoption of a memorandum of agreement between King County and the King County Coalition of Labor Unions providing cost of living adjustments and modifying certain other terms of employment for county employees represented by the union members of the Coalition.

The committee was briefed on the legislation on October 20, before the legislation had been referred to committee.

SUMMARY

Proposed Ordinance 2014-0391 (Att. 1) would adopt a memorandum of agreement (“the MOA”) between King County and the King County Coalition of Labor Unions (“the Coalition”) (Atts. 1-A and 1-B). Attachment 2 is a list of the unions participating in the MOA.

According to the Executive’s transmittal letter, the agreement covers about 5,800 employees, working in 17 county departments and agencies, covered by 59 different collective bargaining agreements.

The MOA provides in part:

1. COLAs. All covered employees would receive cost of living adjustments (“COLAs”) of 2.0% for 2015 and 2.25% for 2016, each effective on January 1 of the applicable year. The MOA provides that this “establish[es] no precedent” for the future.
2. Extension of Longevity Pay MOA. An existing “Coalition ‘Administrative Support’ Memorandum” (Att. 1-B) (“the Longevity Pay MOA”) would be extended through January of 2016.
3. “Lump Sum Coalition Participation Premium Payment”. Each covered employee will receive a “lump sum coalition participation premium payment” of \$500 by the end of 2014. The reason for this payment is explained in the Analysis section

below. The MOA provides that this payment “establish[es] no precedent” for the future.

4. Rollover of Other Compensation, with Exceptions. All other “compensation elements” (defined as “wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits” and also referred to in the MOA as “Total Compensation”) of current collective bargaining agreements (“CBAs”) are “rolled over” (i.e., neither increased nor decreased) through 2016 – except for CBAs “where the County and a union were already in the process of collective bargaining with respect to certain elements of ‘Total Compensation’ prior to June 27, 2014.” In the latter CBAs the MOA allows increases or decreases in “certain elements of ‘Total Compensation.’”
5. Compensation Reopener. At the County’s request, all compensation elements of CBAs of covered employees will be reopened for coalition bargaining of possible changes to take effect in 2017 or later. The MOA notes that the Joint Labor Management Insurance Committee (“JLMIC”) benefits agreement “is already opened in 2016” and states that the MOA is not intended to modify the terms of that agreement.
6. Changes to King County Family and Medical Leave. Benefits under the King County Family Medical Leave (KCFML) ordinance would run concurrently with those provided under the federal Family Medical Leave Act (FMLA), instead of consecutively, but only if: (a) the same changes are adopted and implemented by ordinance for non-represented employees; and (b) the changes are not implemented for represented employees before 1 July 2015. The parties agree to “work together to identify the King County Code language changes necessary to implement this change.”

BACKGROUND

The MOA is the latest in a series of agreements between King County and the King County Coalition of Labor Unions, which include many but not all of the unions that represent King County employees. Previous agreements have dealt with issues such as allowing unpaid furloughs, supporting a Lean process and implementation of Lean proposals (“the Lean MOA”), and providing cost of living adjustments, including the 2011-2014 “Zero COLA” MOA (entered into in 2010).

The occasion for the new MOA, which would be approved by Proposed Ordinance 2014-0391, is the expiration of the “Zero COLA” MOA, which provided a zero COLA for 2011, a COLA for 2012 that was set at 90% of the increase in the CPI-W,¹ and COLAs for 2013 and 2014 that were set at 95% of the increase in the CPI-W. The new MOA would cover the calendar years 2015 and 2016.

¹ Specifically: “90% of the annual average growth rate of the bi-monthly Seattle-Tacoma-Bremerton Area Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W, July of the previous year to June of the current year). Zero floor and no ceiling.”

ANALYSIS

1. COLAs

The proposed new MOA would provide the covered employees with a 2.00% COLA for 2015 and a 2.25% COLA for 2016. This is a departure from both the 2011-2014 “Zero COLA MOA,” which based the 2012-2014 COLAs on a percentage of the increase in the CPI-W, and from the County’s labor policy on compensation, which provides in part:

If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.

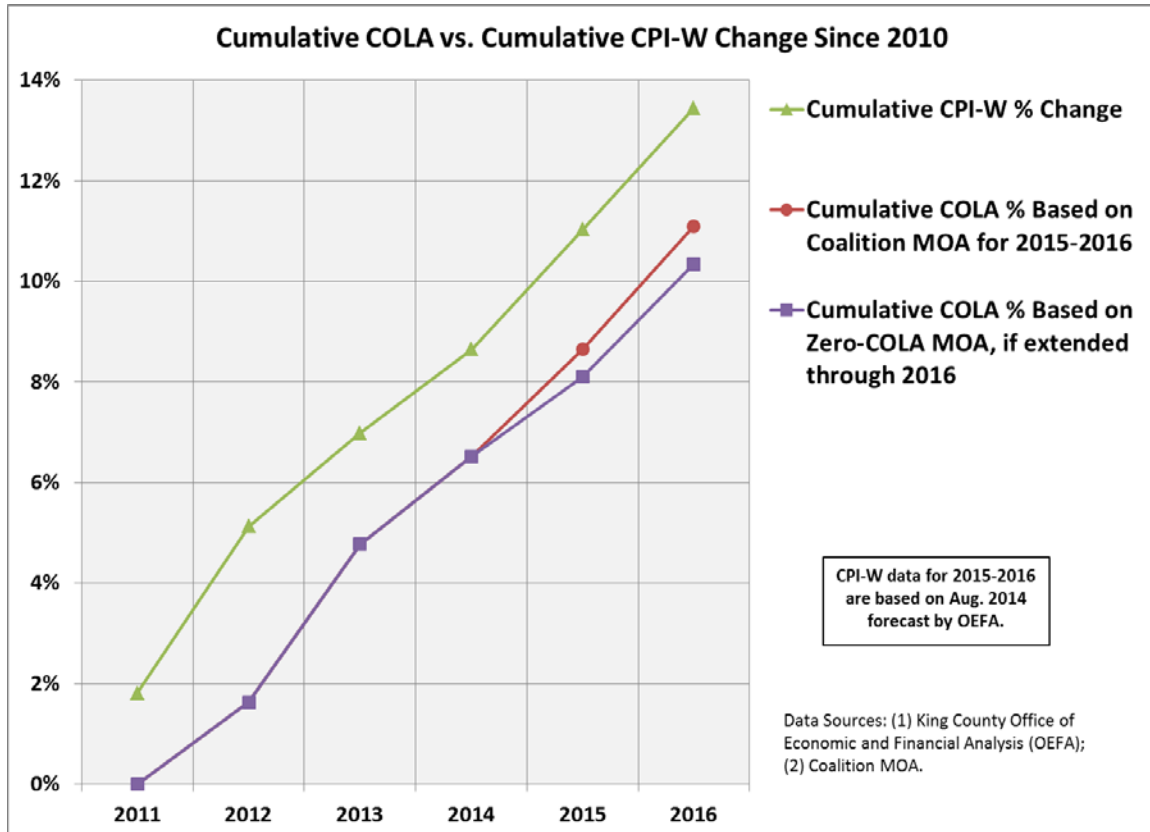
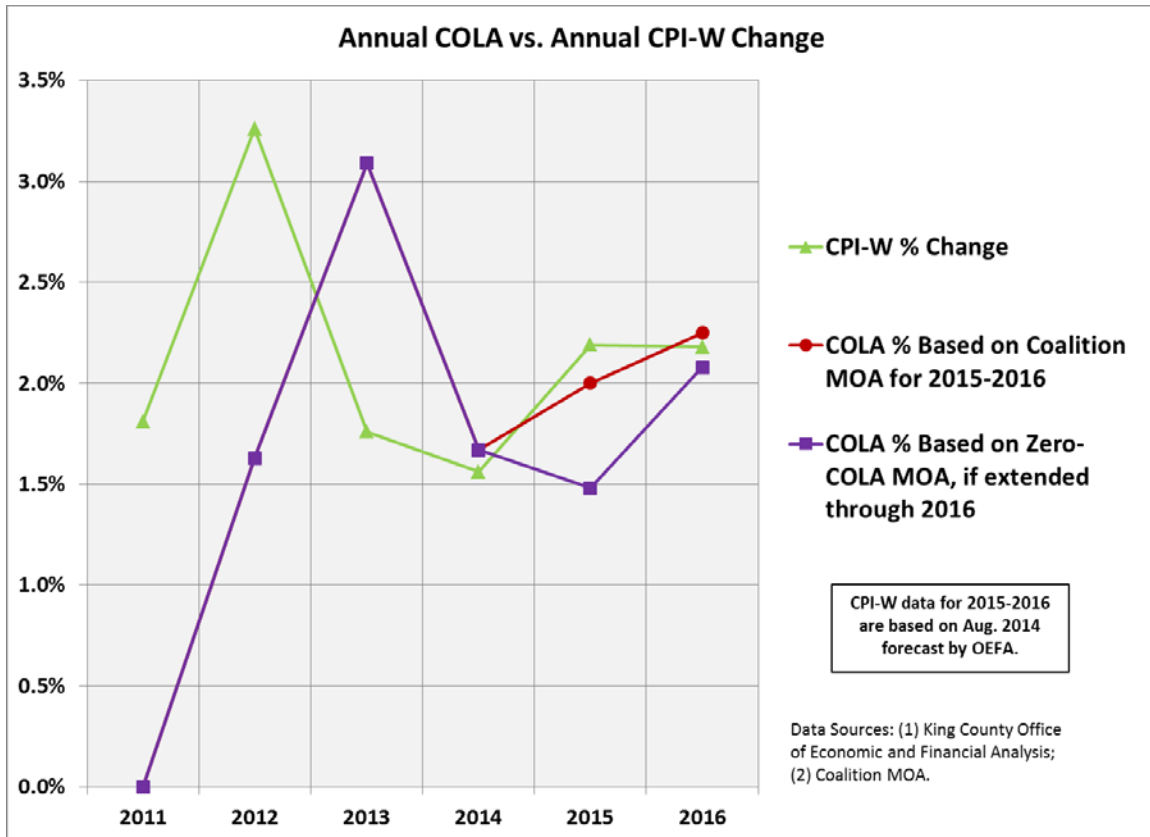
The full text of the County’s labor policy on compensation is contained in Attachment 3.

The charts on the next page compare the proposed 2015-2016 COLAs with: (1) the percent increase in the CPI-W (for Seattle-Tacoma-Bremerton); and (2) the COLAs provided for under the Zero COLA MOA, including the COLAs that would have been provided in 2015 and 2016 if they had been calculated using the same formulas that were used to determine the COLAs for 2013 and 2014. The first chart shows the annual COLA and the CPI-W increase. The second chart shows the cumulative increase since 2010.

Although the annual COLAs for 2015-2016 under the proposed new MOA are higher than the COLAs that would have been provided using the COLA formula that the County used for 2013-2014, the cumulative COLA increase since 2010 remains less than the cumulative percent increase in the CPI-W, as shown in the second chart.

According to the Executive’s Fiscal Note (Att. 8), the COLAs under the proposed new MOA would result in annual cost increases of \$9,617,829 in 2015 and \$11,036,458 in 2016. These increases are built into the Executive’s proposed budget.

[continued on next page]



2. Longevity Pay Extended

The proposed new MOA would extend for two years, through 2016, the term of an existing Longevity Pay MOA (referred to in the new MOA as the “Coalition ‘Administrative Support’ Memorandum”) at an annual cost of about \$325,000, according to executive staff. Because this cost was already being incurred each year, it is not included in the Fiscal Note for the proposed new MOA.

The Longevity MOA was originally negotiated between the County and six unions representing employees in administrative support classifications in several county departments. Approved by the Council by Ordinance 17188 on 19 September 2011, the MOA provides premium pay of 1.5% above step 10 for employees with at least 15 years of county service and 3.0% above step 10 for employees with at least 20 years of service (the 3.0% replaces the 1.5%—it not added onto it—when an employee reaches 20 years of service), as long as the employee has a performance evaluation rating of at least 3.25.

3. “Lump Sum Coalition Participation Premium Payment”

The inclusion of a lump sum payment in a county collective bargaining agreement (excluding lump sum retroactive payments of compensation due under other terms of the agreements, such as COLAs) has been rare, at least in recent years. This includes coalition agreements. For example, neither the Zero COLA MOA, nor the Lean MOA, nor the Longevity MOA included such a payment. On the other hand, a lump sum payment has the advantage of not becoming part of base compensation (which can be used as a starting point for the next negotiation), especially where, as in the proposed new MOA, the parties explicitly agree that the payment “establish[es] no precedent” for the future.

The “lump sum coalition participation premium payment” in the proposed new MOA is described in the Executive’s transmittal letter (Att. 7) as being in exchange for:

- a. “the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King Count”; and
- b. “the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a ‘Total Compensation’ agreement in coalition.”

According to the Fiscal Note, the total cost of the payment is \$3,232,348, which would be due by the end of 2014. According to OLR, \$288,700 of this cost will be recovered each year in efficiencies resulting from coalition bargaining:

As a result of the coalition bargaining agreement, OLR withdrew its [2015-2016 budget] request for a labor negotiator II and a Labor Analyst. Those

positions were requested to support the employer of the future project. The annual cost would have been approximately \$288,700. The Coalition agreement allows OLR to support EOF [the Employer of the Future initiative] with its current staffing levels due to the significant reduction in staff devoted to individually negotiating each labor contract.

In addition, as noted in section 5 below, having compensation issues be subject to coalition bargaining is conducive to the County's goal of standardizing labor contracts.

4. Rollover of Other Compensation, with Exceptions

The proposed new MOA provides that, except for the COLAs, the Longevity Pay extension, and the "lump sum coalition participation premium payment," all other "compensation elements" (defined as "wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits") of current CBAs are "rolled over" (i.e., neither increased nor decreased) through 2016 – except for CBAs "where the County and a union were already in the process of collective bargaining with respect to certain elements of 'Total compensation' prior to June 27, 2014," in which there may be increases or decreases in "certain elements of 'Total Compensation.'" The potential costs that might arise out of the exception is unknown and therefore is not included in the Fiscal Note. There are 14 CBAs, covering 1,884 employees, within the exception.

5. Compensation Reopener

Under the proposed new MOA, all compensation terms in the CBAs of covered employees are subject to being reopened at the County's request for coalition bargaining, as early as 2015, of possible changes to take effect in 2017 or later. It is unknown at this point what results that bargaining will yield; however, having those terms be subject to coalition bargaining is conducive to the County's goal of standardizing labor contracts.

6. Changes to King County Family and Medical Leave

The proposed new MOA provides that benefits under the King County Family Medical Leave (KCFML) ordinance would run concurrently with those provided under the federal Family Medical Leave Act (FMLA), instead of consecutively, but only if:

- a. the same changes are adopted and implemented by ordinance for non-represented employees; and
- b. the changes are not implemented for represented employees before 1 July 2015.

The parties agree to "work together to identify the King County Code language changes necessary to implement this change."

Under the County's current practice, coverage under KCFML does not begin to run until the employee has exhausted all accrued, paid leave (e.g., sick leave and vacation).

FMLA coverage, on the other hand, begins to run immediately. As a result, for long-term employees who have accrued a substantial amount of leave, KCFML does not overlap with FMLA, whereas for new employees who have accrued little leave there can be substantial overlap between the two. This inconsistency creates both potential unfairness to employees and an administrative burden on the County in tracking KCFML usage.

The chart in Attachment 4, which was prepared by executive staff, is intended to illustrate the difference between current practice and what would be required under the new MOA.

If KCFML and FMLA run concurrently, executive staff estimates the following ranges of potential annual savings:

- Cost of providing medical benefits: \$45,534 - \$76,692;
- Cost of overtime: \$58,806 - \$99,046;
- Cost of backfilling: \$117,613 - \$198,092.
- Total savings: \$221,953 - \$373,830.

Executive staff's analysis underlying those numbers is contained in Attachment 5. A document prepared by executive staff that explains KCFML in a question-and-answer format is Attachment 6.

In addition to the direct savings described above, executive staff expects that having KCFML run concurrently with FMLA will result in a substantial reduction in the burden of administering KCFML, though that cost cannot be quantified.

FISCAL IMPACT

The fiscal impact of the COLAs and the lump sum payment is detailed in the Executive's Fiscal Note (Att. 8), which is summarized in the table below. Other costs and savings, to the extent that they are ascertainable at this point, are described earlier in this staff report.

	2014	2015	2016
Increase over previous year	\$ 3,232,348	\$ 9,617,829	\$ 11,036,458
Cumulative increase over 2014		\$ 9,617,829	\$ 20,654,287

The 2015 and 2016 COLAs are built into the Executive's proposed budget. Twenty-six percent will be paid from the General Fund.

About 28% of the 2014 costs will be covered by a supplemental appropriation, the remainder being absorbed within existing agency budgets, as described below.

SUPPLEMENTAL APPROPRIATION

Adoption of the proposed new MOA will require a supplemental appropriation of \$915,014 to help cover the “lump sum coalition participation premium payment,” which is due in 2014. The total estimated cost of the payment is about \$3.2 million; however, a supplemental appropriation is requested only for agencies that require an additional appropriation to make the payments in 2014.

The request is being made in companion legislation, Proposed Ordinance 2014-0392, which has been referred to the Budget and Fiscal Management Committee. The Executive has requested Council action on the supplemental by November 17 in order to make the lump sum payment in 2014, as required by the MOA.

INVITED

1. Patti Cole-Tindall, Director of Labor Relations, King County Executive Office
2. James Johnson, Deputy Director of Labor Relations, King County Executive Office
3. Dustin Frederick, Co-Chair, King County Coalition of Labor Unions
4. Whitney Abrams, Co-Chair, King County Coalition of Labor Unions

ATTACHMENTS

1. Proposed Ordinance 2014-0391
 - Att. A: MOA regarding COLAs, etc.
 - Att. B: MOA regarding longevity pay
2. List of Unions Participating in the MOA
3. County Labor Policy on Compensation
4. Executive’s chart illustrating interplay between KCFML and FMLA
5. Executive staff analysis of potential savings from KCFML and FMLA running consecutively.
6. Executive staff’s KCFML Q&A
7. Transmittal letter
8. Fiscal Note



KING COUNTY

ATTACHMENT 1

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 24, 2014

Ordinance

Proposed No. 2014-0391.1

Sponsors

1 AN ORDINANCE approving and adopting a memorandum
2 of agreement negotiated by and between King County and
3 the King County Coalition of Labor Unions regarding
4 "Total Compensation" Coalition Bargaining, Cost-of-
5 Living Wage Adjustments for 2015 and 2016 and
6 commitment for future "Total Compensation" bargaining in
7 a Coalition forum representing employees in the bargaining
8 units that have ratified this memorandum of agreement; and
9 establishing the effective date of said agreement.

10 BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

11 SECTION 1. The memorandum of agreement negotiated by and between King
12 County and the King County Coalition of Labor Unions regarding "Total Compensation"
13 Coalition Bargaining, Cost-of-Living Wage Adjustments for 2015 and 2016 and
14 commitment for future "Total Compensation" bargaining in a Coalition forum
15 representing employees in the bargaining units that have ratified this memorandum of
16 agreement, which consists of Attachments A and B to this ordinance, is hereby approved.

17 SECTION 2. Terms and conditions of said agreement shall be effective from
18 January 1, 2015, through and including December 31, 2016.

19



KING COUNTY

ATTACHMENT 1

Signature Report

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

October 24, 2014

Ordinance

Proposed No. 2014-0391.1

Sponsors

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Memorandum of Agreement by and Between King County and the Undersigned Unions, B. Addendum A - Memorandum of Agreement by and Between King County and Coalition of Labor Unions Representing King County Administrative Support Classifications

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING “TOTAL COMPENSATION” COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Introduction:

King County and the Coalition of King County Labor Unions have a longstanding history of working collaboratively to address the many serious challenges faced by King County over the past two decades.

The partnership between King County and the Coalition of King County Labor Unions has resulted in several Agreements over the years intended to preserve the high quality and diversity of services offered to the public, to preserve positions held by the county’s high quality employees, to standardize pay ranges and practices in King County and to reorganize county functions to bring greater efficiencies to King County government.

Agreements between King County and the Coalition of King County Labor Unions have included agreements allowing unpaid furloughs, agreements supporting a Lean process and implementation of Lean proposals, agreements standardizing certain classification and compensation processes, agreements that make efficient use of county resources by bargaining many labor issues in countywide coalitions, agreements establishing effective use of Labor Management Committees across King County to facilitate frequent and transparent information sharing and discussion and agreements such as the zero (“0”) cost-of-living adjustment (COLA) Agreement intended to address the county’s budget crisis at the height of the great recession.

The parties have also worked together in Olympia and elsewhere in attempting to secure additional funding options for King County services. The parties continue to engage in solution-based discussions aimed at addressing funding shortages for various public services.

The parties have an interest in continuing their longstanding history of working collaboratively to meet the serious challenges facing King County and its employees, and have bargained in good faith to address the interests of the parties as they relate to economic issues. The County continues to face serious fiscal challenges due to a longstanding structural imbalance between non-discretionary expenditure growth rates and revenue growth rates restricted by state law; and in 2015-2016 expects to eliminate hundreds of positions due to the loss of state and federal funds and to budget cuts to several departments. This Agreement meets the interests of the parties and advances the goals of the King County Strategic Plan by demonstrating “sound financial management” as well as by recognizing King County employees, the county’s “most valued resource,” in working with King County to meet the challenges that will be presented during the term of this Agreement.

Agreement:

NOW THEREFORE, the undersigned Union and King County agree as follows.

January 1, 2015 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2015, employees covered by this Agreement and employed in 2015 will receive a 2% Cost-of-Living Wage Adjustment;
2. All other compensation elements (“wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits”) of current collective bargaining agreements (CBAs) are “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. All compensation elements of CBAs shall be opened on January 1, 2015, or later, as requested by the County, for the purpose of bargaining in union coalition a “Total Compensation” agreement that will be effective January 1, 2017 or later, as agreed to by the parties. “Total Compensation” elements are wages, premiums, incentives, and other monetary payments; and all forms of leave and benefits. The parties agree to bargain, to the extent required by law, the effects of any newly created job classifications and other organizational changes. Discussion during re-opener will include these “Total Compensation” elements as well as county initiatives that include but are not limited to “Employer of the Future” and “Standards.” It is noted that the Joint Labor Management Insurance Committee (JLMIC) Agreement covering benefits (part of “Total Compensation”) is already opened in 2016 and nothing in this Agreement is intended to change the terms of that Agreement.

January 1, 2016 Cost-of-Living Adjustment contract rollovers and re-openers

1. Effective January 1, 2016, employees covered by this Agreement and employed in 2016 will receive a 2.25% Cost-of-Living Wage Adjustment;
2. Consistent with #2 for 2015 above, all compensation elements of CBA “rolled over” and neither increased nor decreased through 2016; provided, however, that where the County and a union were already in the process of collective bargaining with respect to certain elements of “Total Compensation” prior to June 27, 2014, there may be increases or decreases in certain elements of “Total Compensation” in those collective bargaining agreements. Additionally, the Coalition “Administrative Support” Memorandum of Agreement (attached as Addendum A) is also effective 2015-2016 and expires January 31, 2016;
3. Re-openers consistent with #3 for 2015 above.

Lump Sum Coalition Participation Premium Payment

On or before December 31, 2014, a flat lump sum Coalition Participation Premium payment of \$500.00 per employee will be paid to bargaining unit members who are employed by King County on June 27, 2014, and whose bargaining units ratify this agreement on or before

August 15, 2014. This payment is in consideration of the agreement by participating unions to bargain economic issues with King County as a coalition rather than as individual bargaining units, resulting in process efficiencies and savings in administrative costs for King County. Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a "Total Compensation" agreement in coalition. "Total Compensation" elements are defined earlier in this Memorandum of Agreement.

Changes to King County Family and Medical Leave

The parties agree to a change in practice that will run King County Family Medical Leave (KCFML) and Family Medical Leave Act (FMLA) *concurrently*, rather than consecutively. This change is contingent upon the necessary King County Code change/policy being adopted by the King County Council and then implemented for non-represented King County employees. This agreement does not prohibit the use of KCFML intermittent leave after 12 weeks. The agreed upon change will not be implemented for represented employees before July 1, 2015. The parties agree to work together to identify the King County Code language changes necessary to implement this change. As with all decision making in King County, the Equity and Social Justice Ordinance (#16948) will be applied.

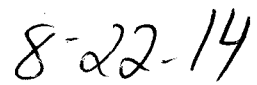
It is further agreed that:

1. The COLA increases and lump sum payments outlined in this Agreement establish no precedent with respect to future payments to King County employees;
2. The parties acknowledge that all parties have fulfilled their obligations to engage in collective bargaining over the subjects contained in this Agreement;
3. The parties acknowledge that this Agreement is subject to approval by the King County Council and ratification by the membership of the aforementioned Unions;
4. Any dispute regarding the interpretation and/or application of this Agreement shall be handled pursuant to the terms of the applicable Union's grievance procedure, provided that if more than one bargaining unit has the same or similar dispute, the grievances shall be consolidated; and
5. The parties agree that this Memorandum of Agreement is contingent upon ratification by the King County Council, and shall be effective once fully ratified by King County (having already been ratified by the undersigned Unions) through December 31, 2016.

For King County:



Patti Cole-Tindall, Director
Office of Labor Relations
King County Executive Office



Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

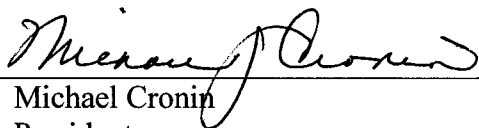
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Animal Control Officers Guild

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
170	ACOG	Animal Control - Department of Executive Services (Records & Licensing Services)

For Animal Control Officers Guild:



Michael Cronin
President

08/20/14
Date

**MEMORANDUM OF AGREEMENT
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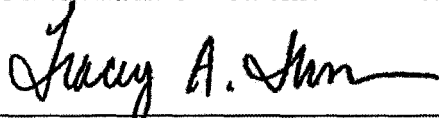
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: International Brotherhood of Teamsters Local 117

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
412	Teamsters Local 117	Administrator I - Transit, Department of Transportation
456	Teamsters Local 117	Information Technology Managers and Supervisors - Department of King County Information Technology, Executive Branch Departments
461	Teamsters Local 117	Joint Units Agreement
454	Teamsters Local 117	Legislative Analysts - King County Council
230	Teamsters Local 117	Print Shop - Graphic Communications; Department of Executive Services (Facilities Management Division)
154	Teamsters Local 117	Professional & Technical and Administrative Employees
155	Teamsters Local 117	Prosecuting Attorney's Office
352	Teamsters Local 117	Security Screeners - King County Sheriff's Office
152	Teamsters Local 117	Transit Section Managers - Department of Transportation
159	Teamsters Local 117	Wastewater Treatment Division, Managers and Assistant Managers - Department of Natural Resources & Parks
156	Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources & Parks
157	Teamsters Local 117	Wastewater Treatment Division, Supervisors - Department of Natural Resources & Parks

For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson
Secretary-Treasurer

08/21/14
Date

**MEMORANDUM OF AGREEMENT
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THE UNDERSIGNED UNIONS**

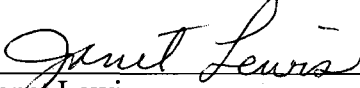
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Joint Crafts Council

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:



Janet Lewis
Joint Crafts Council Co-Chair

8/21/14
Date

For Joint Crafts Council:

Jeff Skillman
Joint Crafts Council Co-Chair

Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Joint Crafts Council

Ratified by the Members covered by the Contracts listed below:


cba code	Labor Organization	Contract
350	JCC	Construction Crafts

For Joint Crafts Council:

Janet Lewis
Joint Crafts Council Co-Chair

Date

For Joint Crafts Council:


Jeff Skillman
Joint Crafts Council Co-Chair

8/20/14
Date

**MEMORANDUM OF AGREEMENT
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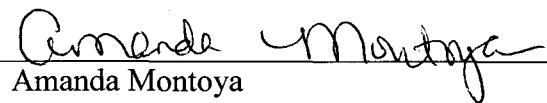
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Office & Professional Employees International Union, Local 8

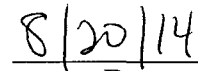
Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
037	OPEIU, Local 8	Dental - Department of Public Health
035	OPEIU, Local 8	Department of Assessments
038	OPEIU, Local 8	Departments: Public Health (Division of Alcohol, Tobacco & Other Drugs Prevention (Currently in Prevention Division)), Community & Human Services (Mental Health, Chemical Abuse & Dependency Services Division)

For Office & Professional Employees International Union, Local 8:



Amanda Montoya
Union Representative



Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Professional and Technical Employees, Local 17

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
050	PTE, Local 17	Court Reporters - Superior Court
040	PTE, Local 17	Departments: Executive Services, Natural Resources & Parks, Permitting & Environmental Review, Transportation
060	PTE, Local 17	Departments: Public Health, Community & Human Services
048	PTE, Local 17	Information Technology
055	PTE, Local 17	Office of Emergency Management, Department of Executive Services; Emergency Management Program Manager
043	PTE, Local 17	Professional & Technical, Interest Arbitration - Department of Transportation, Metro Transit Division
046	PTE, Local 17	Professional & Technical - Department of Transportation
066	PTE, Local 17	Section Managers - Departments: Natural Resources & Parks, Permitting & Environmental Review, Transportation
065	PTE, Local 17	Supervisors - Departments: Executive Services (Facilities Management Division), Natural Resources & Parks, Transportation
047	PTE, Local 17	Transit Administrative Support
042	PTE, Local 17	Transit Chiefs - Department of Transportation, Metro Transit Division
044	PTE, Local 17	Transit Supervisors - Department of Transportation, Metro Transit Division

For Professional and Technical Employees, Local 17:


Joseph L. McGee
Executive Director


Date

**MEMORANDUM OF AGREEMENT
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KING COUNTY AND
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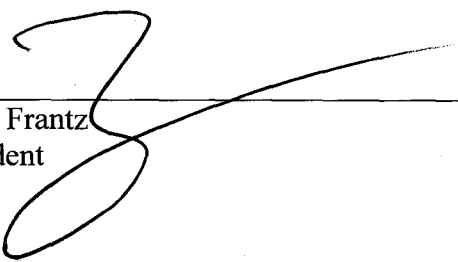
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Public Defense Management Guild

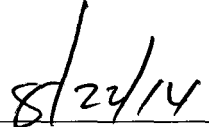
Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
465	PDMG	Department of Public Defense - Supervisors and Managers

For Public Defense Management Guild:



Louis Frantz
President



Date

**MEMORANDUM OF AGREEMENT
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KING COUNTY AND
THE UNDERSIGNED UNIONS**

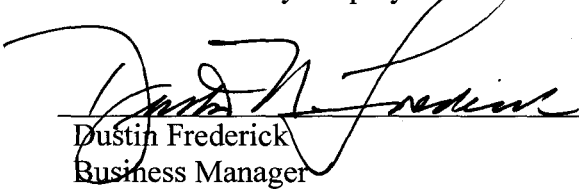
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Public Safety Employees Union

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
212	PSEU	Communications Specialists Supervisors - King County Sheriff's Office
330	PSEU	Department of Adult & Juvenile Detention Management
214	PSEU	Fire Investigator - King County Sheriff's Office
210	PSEU	Fire Marshal - Department of Permitting & Environmental Review
430	PSEU	King County Civic Television (CTV)
021	PSEU	Legal Administrative Specialists - Department of Judicial Administration
191	PSEU	Non-Commissioned - Department of Adult & Juvenile Detention
192	PSEU	Non-Commissioned - Department of Community & Human Services
193	PSEU	Non-Commissioned Professional Employees - King County Sheriff's Office
464	PSEU	Non-Commissioned Professional Employees - Supervisory - King County Sheriff's Office
020	PSEU	Superior Court Clerks - Judicial Administration

For Public Safety Employees Union:


Dustin Frederick
Business Manager


Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

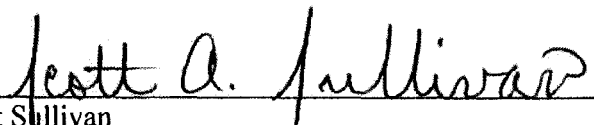
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COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

**Labor Organization: Public, Professional & Office-Clerical Employees and Drivers,
Teamsters Local 763**

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
450	Teamsters Local 763	Communications Specialists - King County Sheriff's Office
220	Teamsters Local 763	Department of Assessments

For Public, Professional & Office-Clerical Employees and Drivers,
Teamsters Local 763:



Scott Sullivan
Secretary-Treasurer

8-22-14
Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Service Employees International Union, Local 925

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
012	SEIU, Local 925	Department of Executive Services - Facilities Management Division
010	SEIU, Local 925	Department of Natural Resources & Parks - Parks & Recreation
030	SEIU, Local 925	Involuntary Commitment Specialists - Mental Health, Department of Community & Human Services
462	SEIU, Local 925	Department of Public Defense
011	SEIU, Local 925	Wastewater Treatment Division - Department of Natural Resources & Parks

For Service Employees International Union, Local 925:


Tyler Bass
Field Director


Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Teamsters Local 174

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
160	Teamsters Local 174	Departments: Natural Resources & Parks, Transportation

For Teamsters Local 174:



Rick Hicks
Secretary-Treasurer

8/22/14
Date

**MEMORANDUM OF AGREEMENT
BY AND BETWEEN
KING COUNTY AND
THE UNDERSIGNED UNIONS**

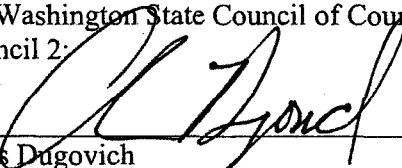
**ADDRESSING "TOTAL COMPENSATION" COALITION BARGAINING; 2015-2016
BUDGET; AND COST-OF-LIVING WAGE ADJUSTMENTS FOR KING COUNTY
COALITION OF LABOR UNIONS BARGAINING UNIT MEMBERS 2015-2016**

Labor Organization: Washington State Council of County and City Employees, Council 2

Ratified by the Members covered by the Contracts listed below:

cba code	Labor Organization	Contract
090	WSCCCE, Council 2, Local 21DC	District Court - Wages
070	WSCCCE, Council 2, Local 21HD	Department of Public Health
260	WSCCCE, Council 2, Local 1652	Medical Examiner - Department of Public Health
263	WSCCCE, Council 2, Local 1652M	WorkSource - Department of Community & Human Services
275	WSCCCE, Council 2, Local 1652R	Industrial and Hazardous Waste
272	WSCCCE, Council 2, Local 2084-FM	Department of Executive Services, Facilities Management Division
276	WSCCCE, Council 2, Local 2084-S	Department of Adult & Juvenile Detention (Juvenile Detention Division Supervisors)
458	WSCCCE, Council 2, Local 2084-SC	Superior Court - Family Court Operations; Court Appointed Special Advocates Specialists and Attorneys (CASA)
273	WSCCCE, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)
274	WSCCCE, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)

For Washington State Council of County and City Employees,
Council 2:


Chris Dugovich
President/Executive Director


Date

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ADDENDUM A

MEMORANDUM OF AGREEMENT

BY AND BETWEEN

KING COUNTY

AND

COALITION OF LABOR UNIONS

REPRESENTING

KING COUNTY ADMINISTRATIVE SUPPORT CLASSIFICATIONS

Subject: Coalition bargaining for employees in specified administrative support classifications

WHEREAS, King County and the undersigned labor unions representing certain administrative support classifications ("the Coalition") have agreed to bargain wages for those classifications in a coalition so that any agreements reached would be binding on all parties to the negotiations and would satisfy all bargaining obligations between the parties with respect to wages for the duration agreed to by the parties in such an agreement; and

WHEREAS, King County and the Coalition have reached an agreement on wages, pursuant to the terms set forth herein, and therefore have fully satisfied their bargaining obligations on the issue of wages for the duration of this Agreement;

Now THEREFORE, the parties have agreed as follows:

1. The terms set forth in this Agreement shall apply to all positions which are in the following classifications and which are currently represented by any of the undersigned bargaining units:

Fiscal Specialist 1 – 4
Administrative Specialist 1 – 4
Customer Service Specialist 1 – 4
Technical Information Processing Specialist 1 – 4
Administrative Office Assistant
Public Health Administrative Support Supervisor
Administrative Staff Assistant

The positions referenced herein shall be referred to as "Coalition Administrative Support Positions" and shall not include positions covered by bargaining units eligible for interest arbitration.

ADDENDUM A

2. Beginning on January 1, 2012, regular employees in Coalition Administrative Support Positions shall receive a wage increase of 1.5% above Step 10 upon completing 15 years service with King County, and a 3.0% increase (not cumulative with the 1.5% increase after 15 years) above Step 10 upon completing 20 years service with King County; provided, however, that the employee is eligible for the above Step 10 premium only if he/she receives at least a 3.25 rating on the prior year's performance evaluation. For purposes of this provision, years of service shall be based on the employee's Adjusted Service Date as that term is defined in the King County Personnel Guidelines. The requirement that the employee earn at least a 3.25 rating on the performance evaluation shall be waived for any year in which the employee did not receive a performance evaluation prior to the start of the calendar year. There shall be no limit or quota on the number of employees eligible to receive this wage premium above Step 10.

3. This Agreement fully satisfies the parties' bargaining obligations with respect to wages for any and all Coalition Administrative Support Positions through December 31, 2013. The parties have agreed to bargain a successor agreement on wages in coalition utilizing the same process as was agreed to in these negotiations (see September 30, 2008 "Ground Rules for King County Administrative Support Coalition Bargaining" (attached hereto as Exhibit A)) with the additional agreement that any market surveys conducted for those negotiations will be based on the following list of jurisdictions:

1. Snohomish County
2. Pierce County
3. City of Seattle
4. City of Bellevue
5. City of Tacoma
6. City of Everett
7. City of Redmond
8. City of Renton
9. City of Kent
10. Port of Seattle

4. It is the parties' intent to not simultaneously provide employees with both: a) the wage premiums referenced in Paragraph 2 of this Agreement, and b) an above-top-step merit premium program. Therefore, employees in bargaining units which have eligibility for above-top-step merit pay are not eligible for premium under Paragraph 2 of this Agreement; however, such bargaining units may elect to forgo above-top-step merit for their members who are part of this coalition in order for those members to be eligible for the premium under Paragraph 2 of this Agreement. This provision would give employees who are covered by these administrative support coalition negotiations the option of: a) continuing to receive above-top-step merit pay they have access to under their respective bargaining unit's existing collective bargaining agreement, or b) receiving the wage premium under Paragraph 2 of this Agreement. Such employees must elect their preferred option as a group as part of these negotiations, and must indicate their selection within 60 days of execution of this Agreement, and that selection will remain in effect for the duration of this Agreement.

ADDENDUM A

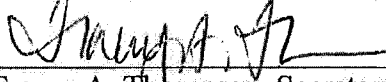
5. This Agreement applies to positions in the classifications referenced above (Paragraph 1) covered by the following collective bargaining agreements:

Union	Contract	cba Code
International Brotherhood of Teamsters Local 117	Professional & Technical and Administrative Employees	154
International Brotherhood of Teamsters Local 117	Wastewater Treatment Division, Professional & Technical and Administrative Support - Department of Natural Resources and Parks	156
Joint Crafts Council, Construction Crafts	Appendix K: Departments: Executive Services (Facilities Management; Records, Elections & Licensing Services), Natural Resources & Parks, Transportation	350
Office & Professional Employees International Union, Local 8	Department of Assessments	035
Office & Professional Employees International Union, Local 8	Departments: Public Health (Division of Alcohol, Tobacco and Other Drugs Prevention), Community and Human Services (Mental Health, Chemical Abuse and Dependency Services Division)	038
Professional and Technical Employees, Local 17	Professional and Technical - Department of Transportation	046
Professional and Technical Employees, Local 17	Departments: Development and Environmental Services, Executive Services, Natural Resources and Parks, Transportation	040
Professional and Technical Employees, Local 17	Departments: Public Health, Community and Human Services	060
Public Safety Employees Union	Non-Commissioned - Department of Adult and Juvenile Detention	191
Public Safety Employees Union	Non-Commissioned - King County Sheriff's Office	193
Technical Employees Association	Wastewater Treatment Division, Department of Natural Resources and Parks, Staff	428
Washington State Council of County and City Employees, Council 2, Local 2084-SC	Superior Court - Staff (Wages Only)	273
Washington State Council of County and City Employees, Council 2, Local 2084SC-S	Superior Court - Supervisors (Wages Only)	274
Washington State Council of County and City Employees, Council 2, Local 21AD	Department of Adult and Juvenile Detention	080
Washington State Council of County and City Employees, Council 2, Local 1652	Medical Examiner - Department of Public Health	260
Washington State Council of County and City Employees, Council 2, Local 1652M	WorkSource - Department of Community and Human Services	263
Washington State Council of County and City Employees, Council 2, Local 1652R	Industrial and Hazardous Waste	275

ADDENDUM A

6. This Agreement shall remain in effect through December 31, 2013.


For International Brotherhood of Teamsters Local 117:



Tracey A. Thompson, Secretary-Treasurer

4/25/11
Date

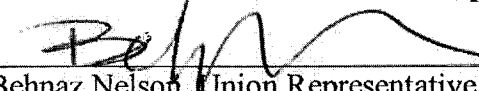
For Office & Professional Employees International Union, Local 8:



Amanda Saylor, Union Representative


4/25/11
Date

For Professional and Technical Employees, Local 17:



Behnaz Nelson, Union Representative

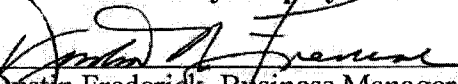
4/26/11
Date



Janet Parks, Union Representative

4/25/11
Date

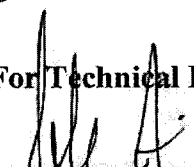
For Public Safety Employees Union:



Dustin Frederick, Business Manager

4/25/11
Date


For Technical Employees Association:



Ade Franklin, President

4.27.11
Date


For Washington State Council of County and City Employees, Council 2:



Diana Prenguber, Staff Representative

4-25-11
Date

For King County:



James J. Johnson, Labor Negotiator III

4/28/11
Date

ADDENDUM A EXHIBIT A

GROUND RULES FOR KING COUNTY ADMINISTRATIVE SUPPORT COALITION BARGAINING

1. **Authority of the Coalition.** The parties agree that the Union coalition is speaking with one voice, and that the parties are engaged in coalition bargaining rather than coordinated bargaining. To that end, each of the unions party to coalition bargaining agree that they will be bound by the results of the coalition bargaining, and that their authority will be limited by the Union coalition's lead negotiator. Each of the unions further agree that the County's participation in coalition bargaining fulfills the County's statutory obligation to bargain regarding the issues within the scope of this coalition bargaining while the parties are engage in this coalition bargaining and for the duration of any agreement reached. The coalition has agreed that for ratification purposes, the Unions will conduct a pooled vote with one employee, one vote, with all votes consolidated and the result determined by a simple majority.
2. **Authority of the County.** The parties agree that the County is speaking with one voice, and the parties are engaged in coalition bargaining rather than coordinated bargaining. The County's interest in coalition bargaining stems from its effort to maintain a consistent compensation structure for administrative staff across Departments. The County as a whole, and each of its departments, will be bound by any agreement reached in this process.
3. **Status of Contracts.** The status of contracts will not affect a union's participation in this process, nor will it affect the other provisions of this agreement. The parties are agreeing to reopen all contracts for the purpose of negotiating compensation relating to the specified administrative support classifications.
4. **Scope of Topic.** The scope of the discussions will be to negotiate wage rates for the classifications at issue. The parties may agree to address additional issues in the course of this bargaining.
5. **Scope of Classifications.** Administrative Support classifications, including the following:
 - Fiscal Specialist 1-4
 - Administrative Specialist 1-4
 - Customers Service Specialist 1-4
 - Technical Information Processing Specialist 1-4
 - Administrative Office Assistant
 - Medical Application Specialist (Health)
 - Administrative Specialist Supervisor (Health)
 - Administrative Staff Assistant
 - ~~(Application Worker/ Social Services Specialist)~~and any other classification that the parties may agree to include during the course of negotiations.

ADDENDUM A

6. **Scope of Bargaining Units Included.** The bargaining units as defined in Addendum A to this agreement are included in this coalition bargaining.
7. **Negotiation Process.**
 - A. **Lead Negotiators.** The lead negotiator for the County will be the Manager of Labor Relations or such other negotiator as may be appointed by the County. The lead negotiator for the Coalition will be the General Counsel for Teamsters Local 117 or such other negotiator as may be appointed by the Coalition. Only the lead negotiator will have the authority to bind the party that they represent.
 - B. **Table Composition.** Each party will name a fixed set of participants in the negotiation. Others may be permitted to participate as subject matter experts but not as members of each negotiating team. The unions agree to name no more than two (2) employee representatives per union; provided that Local 17 may appoint four (4) employee representatives. The County agrees to provide release time to participate in negotiation provided that such release time does not interfere with the operations of the County. In such event, the parties will discuss alternatives to address the issue.
 - C. **Dates.** The lead negotiator for each party shall set a complete set of negotiating dates beginning in January, 2009, and concluding by April 15, 2009.
 - D. **Location.** Bargaining sessions will be held at downtown County facilities.
8. **Communication.** The expectation is that the parties will bargain at the table rather than in the workplace. Prior to issuing written communications with County employees or Union members regarding the substance of these negotiations, a party intending to issue such a communication will provide the other party with prior notice of that communication and will attempt to resolve any issues regarding the content of the communication prior to publication. The parties retain the right to communicate with their constituencies in non-written form. However, consistent with the spirit of this commitment, the parties will respect the concept of prior notice outlined in this paragraph.

ADDENDUM A

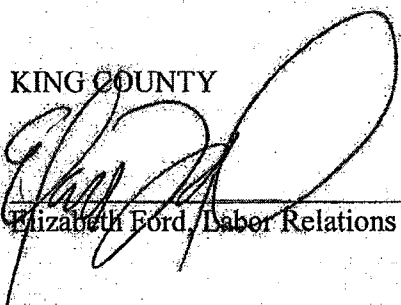
9. **Mediation and Fact Finding.** If the parties fail to reach agreement, the parties will simultaneously (1) request the assistance of an impartial third party selected by the parties; if the parties cannot reach agreement, then the mediator will be selected through the Public Employment Relations Commission to mediate the negotiations; and (2) appoint a neutral fact-finder pursuant to the selection process below. The mediation will be scheduled ahead of the fact finding hearing. The fact-finder shall be charged to make non-binding recommendations to the parties as to the terms of an agreement regarding wage rates for the classifications at issue. The fact-finder shall consider the market position of the classifications and the economic circumstances of the employer in making his or her recommendations. The fact-finding will be concluded no later than sixty (60) days after the conclusion of mediation with the recommendation to each party. The cost of the fact-finder shall be borne equally by the parties.
- a. **Selection.** The parties will attempt to mutually agree on a fact-finder. Absent such agreement, the parties will request a panel from the Public Employment Relations Commission and will select a fact finder through mutual striking.
 - b. **Hearing.** The hearing procedure shall be determined by the fact finder but shall be conducted fairly and expeditiously.
 - c. **Recommendation.** Prior to issuing a formal recommendation, the fact finder will meet informally with the parties to inform them of his or her findings. Thereafter, the parties will have one week to attempt to reach an agreement. If the parties are unable to reach agreement the fact finder shall issue his or her decision.

ADDENDUM A

10. **Return to Individual Bargaining.** After the issuance of the recommendation, the parties may return to mediation or otherwise attempt to resolve the agreement. If the parties fail to agree after the fact finding process, the coalition process will be concluded and the parties will return to bargaining their individual contracts. The parties understand that such bargaining will begin fresh, and the positions taken in this coalition bargaining will not be applicable to that bargaining.


Dated this 30th day of September, 2008.

KING COUNTY



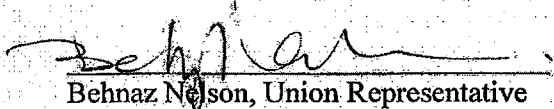
Elizabeth Ford, Labor Relations Manager

TEAMSTERS LOCAL UNION NO. 117



Spencer Nathan Thal, General Counsel

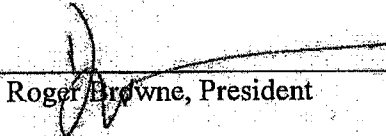
IFPTE, LOCAL 17



Behnaz Nelson, Union Representative

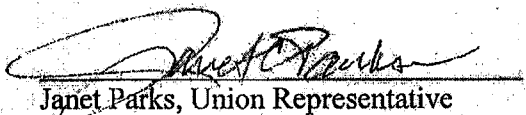
IFPTE, LOCAL 17

TECHNICAL EMPLOYEES ASSOCIATION

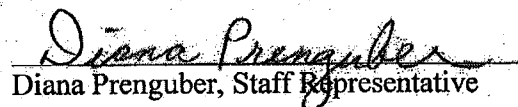


Roger Browne, President

WSCCCE, Council 2

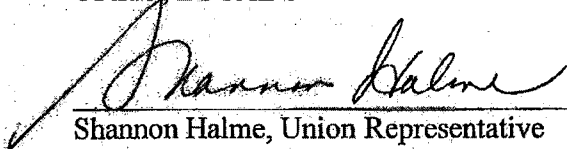


Janet Parks, Union Representative



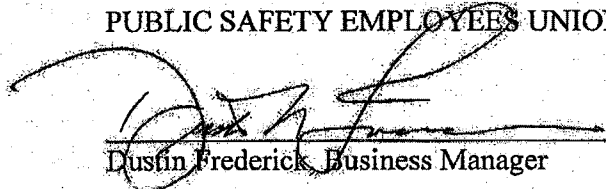
Diana Prenguber, Staff Representative

OPEIU, LOCAL 8



Shannon Halme, Union Representative

PUBLIC SAFETY EMPLOYEES UNION 519



Dustin Frederick, Business Manager

Participating Unions

The unions participating in this MOA are:

- Animal Control Officers Guild
- International Brotherhood of Teamsters Local 117
- Joint Crafts Council, Construction Crafts:
 - International Association of Machinists and Aerospace Workers Local 289
 - International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge No. 104
 - International Brotherhood of Electrical Workers Local 46
 - International Union of Operating Engineers, Local 286
 - International Union of Painters and Allied Trades District Council 5
 - Laborers' International Union of North America, Local 1239
 - Pacific Northwest Regional Council of Carpenters, Local 30
 - UNITE HERE! Local 8
 - United Association of Plumbers and Pipefitters Local 32
- Office & Professional Employees International Union, Local 8
- Professional and Technical Employees, Local 17
- Public Defense Management Guild
- Public Safety Employees Union
- Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
- Service Employees International Union, Local 925
- Teamsters Local 174
- Washington State Council of County and City Employees, Council 2

Source: Transmittal letter (Att. __), pp. 2-3.

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Labor Policy on Compensation**LAB 5-010. Compensation:**

A. Changes in wages shall be fiscally responsible, fair, and reasonable with respect to total compensation.

B. When determining whether a change in wages is warranted, and when negotiating the amount of any such change, the executive shall consider the following factors:

- i. economic conditions, including inflation or deflation, in the region,
- ii. revenue and cost forecasts for the county,
- iii. comparable market compensation, and
- iv. the status of county reserves.

C. If a cost of living adjustment is determined to be warranted, it shall be linked to a specific Bureau of Labor Statistics Index, such as up to 90 percent of the calculated average of the 12 monthly percentage changes of the All-Cities CPI-W between July of the previous year and June of the current year.

D. The executive shall bargain in good faith with the goal of including provisions in collective bargaining agreements that allow bargaining to be reopened on total compensation and other contract terms when significant shifts in economic and fiscal conditions occur during the term of the proposed agreement, as defined by mutually-agreed upon objective measures, such as a swing in the King County unemployment rate of more than 2 percentage points compared with the previous year or a deviation of more than 7 percent, net of inflation from the previous year in actual sales tax revenues collected. (LP 2010-031, § I.5, 2010).

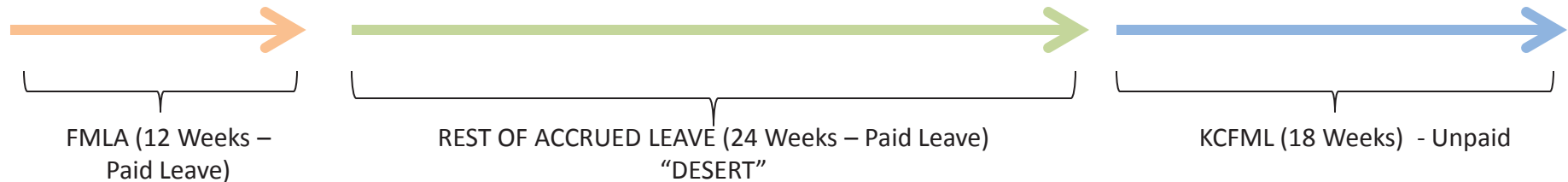
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DRAFT – June, 2014 NOT FOR DISTRIBUTION

Current State

*Example for employee with 36 weeks of accrued leave

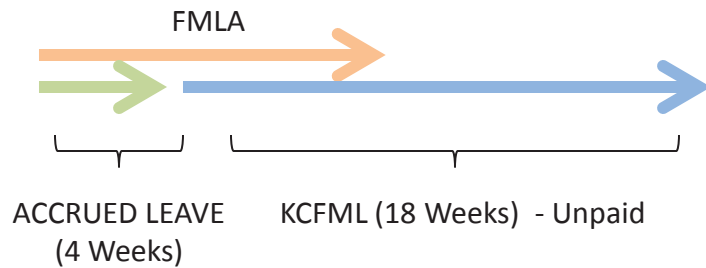
- Total of 54 weeks
- “Desert” is unprotected leave



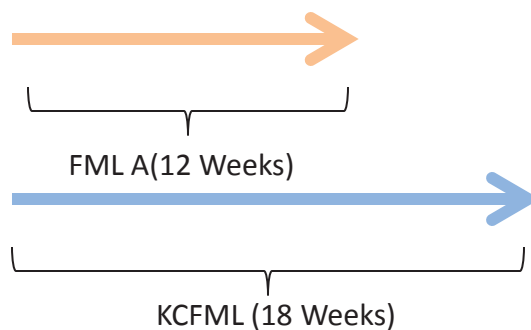
Current State

*Example for newer employee with only 4 weeks of leave

- Total of 22 weeks
- KCFML starts as soon as accrued leave has been exhausted



Proposed Future State: Run FML and KCFML Concurrently



- Total of 18 weeks protected leave , regardless of tenure or accrual bank
- Leave can be paid or unpaid, depending on accruals
- Employee can continue to use accrued leave after protected period has expired or – if accrued leave has been exhausted - can be approved for an accommodation for additional protected leave if we know they are returning to work

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Cost analysis of implementing FMLA/KCFML recommendation

Analysis

This analysis determines the estimated cost savings of implementing the HRD recommendation of combining FMLA and KCFML into one combined benefit of up to 18 total weeks. Since this recommendation is different than the current practice there are assumed cost savings associated with this recommendation.

Using PeopleSoft payroll dataⁱ the potential cost savings of running KCFML and FMLA concurrently included three areas:

- Cost of providing medical benefits beyond 18 weeks
- Cost to backfill the employee's position beyond 18 weeks
- Cost of using overtime to cover employee's body of work beyond 18 weeks

Cost of providing medical benefits:

\$45,534 - \$76,692ⁱⁱ

Cost of overtime:

\$58,806 - \$99,046ⁱⁱⁱ

Cost of backfilling:

\$117,613 - \$198,092^{iv}

Parameters and Assumptions

Parameters:

- Analysis used 2013 payroll data within PeopleSoft
- All King County employees were included in the analysis
- Cost analysis used an average King County wage of \$36.00/hour (2013^v)
- Cost analysis used 16.86% as the King County expense for retirement/federal taxes
- Analysis used 2013 monthly flex benefit rate of \$1,303 per employee, per month

Assumptions/Acknowledgements:

- Even after the county transitioned to a single payroll system (PeopleSoft), although the data captured is much more accurate and extractable, it is still assumed that some portions of FMLA/KCFML leave of absence data were not captured. These exceptions were tied to time reporting errors or due to leave time reported during the 'oasis' period.
- The period of time after the exhaustion of the Federal Family Medical Leave Act (FMLA) and the beginning of unpaid King County Family Medical leave (KCFML) is known as the oasis period. This is the period of time that an employee is using paid accruals after using paid accruals for the first 12 weeks of their leave under FMLA.
- Recommendation is for FMLA/KCFML to be no more than 18 total weeks. This analysis does not include the impacts of using the Washington Family Care Act (WFCA) which allows employees to use accrued leave to care for family members as long as they have available paid accruals. Additionally, the disability laws of Washington State and Federal ADA laws may also extend total length of leave and decrease the cost savings associated with this analysis
- Assumed that employees will not receive or have access to medical benefits beyond the recommended 18 weeks of FMLA/KCFML
- Assumed that King County will not allow employees to use accrued paid leave beyond the recommendation of 18 total weeks of FMLA/KCFML leave
- Estimated savings did not consider the impacts of any remaining leave accruals paid out to the employee at the time of separation/retirement
- Departments choose one of the following three methods to manage the work of the employee on leave:

- 1/3 of departments would use overtime to manage the extra work load
- 1/3 of departments would place an employee backfill for the employee on leave
- Remaining departments would use existing resources to manage the extra work load by distributing the work among existing staff
- Assumed 8 hour work day/40 hour work week
- Assumed costs do not include any of the following. It should be noted that these costs, although not quantified as part of this estimate are considered to be substantial, whether direct or indirect costs.
 - Administrative costs (i.e., training, tracking leave, leave administration, communications)
 - Total costs associated with hiring TLT's and/or placement of backfills (i.e., newspaper, approvals, screenings, administration time)
 - Intangible cost of employee frustration with understanding their entitlements under FMLA and KCFML
 - Cost of flex benefits, if applicable, for employees used to backfill positions.

Summary

This analysis only reviewed the recommendation to run KCFML concurrently with the federal FMLA law. With the data available it is assumed that by implementing this recommendation that the County could save between \$221,953 and \$373,830 annually.

ⁱ Due to the complex nature of tracking eligibility leave, specifically intermittent leave, the current practice of consecutive vs. concurrent leave, this cost analysis was limited to 2013 calendar year only.

ⁱⁱ **Current cost of flex benefits beyond 18 weeks of FMLA/KCFML**

- 1) PeopleSoft query ran for employees that used any FMLA/KCFML hours in 2013
- 2) Sorted results by total FMLA/KCFML hours used
- 3) Used 2013 flex benefit rate of \$1,303
- 4) Used average wage of \$36.00/hr (average does not include STT employees, who are not eligible for leave thereby not applicable)
- 5) In 2013, there were 2,059 employees that used at least one hour of FMLA/KCFML
- 6) Results were determined using a high and low range of savings:
 - a. Low Range: results only include payroll hours coded as FMLA/KCFML
 - i. Calculation only included those using more than 720 hours of FMLA/KCFML. This threshold (720 hours) is based on a normal 40 hour a week schedule multiplied by 18 weeks of recommended FMLA/KCFML eligibility ($18 \times 40 = 720$).
 - ii. Thirty-nine employees used over 720 hours of FMLA/KCFML
 - b. High Range: results include the low range but also included manual research of sick and vacation hours that appeared to be associated with the FMLA leave. This is commonly referred to as the oasis but also includes sick/vacation hours that appeared to be related to the FMLA/KCFML leave.
 - i. Only employees with at least 480 hours of FMLA/KCFML were manually researched and data resorted by new total value (FMLA/KCFML + Sick and Vacation used). This threshold (480) is based on a normal 40 hour a week schedule multiplied by the 12 weeks of Federal FMLA ($12 \times 40 = 480$).
 - ii. Sixty-one employees used over 720 hours of FMLA/KCFML when leave related sick and vacation hours were added to their total hours
- 7) Low Range:

a. Total hours used above 720 hours	8,387 hours
b. Hours converted to days (assume 8 hour work day)	1,048 days
c. Months of benefits (total days/30)	35 months
d. Cost of benefits (total months * \$1,303)	\$45,534
- 8) High Range:

a. Total hours used above 720 hours (including oasis)	14,126 hours
b. Hours converted to days (assume 8 hour work day)	1,766 days
c. Months of benefits (total days/30)	59 months
d. Cost of benefits (total months * \$1,303)	\$76,692

9) **Range: \$45,534 -- \$76,692**

iii **Current cost of overtime beyond 18 weeks of FMLA/KCFML**

- 1) Used same data set as Cost of Flex Benefits
- 2) Low Range:
 - a. Total hours used above 720 hours 8,387 hours
 - b. Total hours divided by one-third 2,796 hours
 - c. Assumed cost of overtime ($\$36.00 \times .5 = \18.00)($\$18.00 \times 3,156$) \$50,322
 - d. Taxes/retirement (16.86%) \$8,484
 - e. Cost of low range overtime \$58,806
- 3) High Range:
 - a. Total hours used above 720 hours 14,126 hours
 - b. Total hours divided by one-third 4,709 hours
 - c. Assumed cost of overtime ($\$36.00 \times .5 = \$18.00/\text{hr}$)($\$18.00 \times 5,145$) \$84,756
 - d. Taxes/retirement (16.86%) \$14,290
 - e. Cost of high range overtime \$99,046
- 4) **Range: \$58,806 -- \$99,046**

iv **Current cost of using backfill beyond 18 weeks of FMLA/KCFML**

- 1) Used same data set as Cost of Flex Benefits
- 2) Low Range:
 - a. Total hours above 720 hours 8,387 hours
 - b. Total hours divided by one-third 2,796 hours
 - c. Sub-total cost of backfilling ($\$36.00/\text{hr}$) \$100,644
 - d. Taxes/retirement (16.86%) \$16,969
 - e. Cost of low range backfill \$117,613
- 3) High Range:
 - a. Total hours above 720 hours 14,126 hours
 - b. Total hours divided by one-third 4,709 hours
 - c. Sub-total cost of backfilling ($\$36.00/\text{hr}$) \$169,512
 - d. Taxes/retirement (16.86%) \$28,580
 - e. Cost of high range backfill \$198,092
- 4) **Range: \$117,613 -- \$198,092**

^v Average King County wage as of 12/31/13

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KCFML POLICY FREQUENTLY ASKED QUESTIONS

PART ONE: THE BENEFITS OF KCFML

Q1: What is KCFML and how does it benefit me?

A: KCFML provides eligible employees the right to take up to 18 weeks of leave for qualifying events -- your own serious medical condition or that of a family member. It benefits you because, while you are on KCFML, your job is protected. That means that when your KCFML has concluded, you have the right to:

1. The same position that you held when your KCFML commenced or a position with equivalent status, benefits, pay and other terms and conditions of employment; and
2. The same seniority accrued before the date on which KCFML commenced.

KCFML also benefits you because you continue to receive medical, dental, and vision benefits during the full 18 weeks. In addition, if you are using your leave accruals and are in a paid status during that time, you also continue to receive life insurance benefits and vacation and sick leave accruals.

PART TWO: KCFML ELIGIBILITY and QUALIFYING EVENTS

Q2: How do I know if I am eligible for KCFML?

A: You are eligible to use KCFML if:

1. You worked for the County at least 1,250 hours of actual service in the last 12 months (the 1,250 hours threshold requirement does not include paid leave time); and
2. You were a County employee, in a paid or unpaid status, for at least 52 weeks within the previous 7 years.

Q3: What if the reason that I did not work for the County 1,250 hours last year was because I was serving in the uniformed services?

A: That is an exception to the rule. If you are returning to County employment from the uniformed services you will be credited with the hours of service that you would have worked but for the uniformed service time in calculating whether you worked 1,250 hours.

Q4: What if I am part-time or my workweek is less than 40 hours? Am I still eligible to use KCFML?

A: Yes. While KCFML is not prorated for part-time employees and is not prorated for employees who work a thirty-five hour workweek, as long as you worked 1,250 hours in the last 12 months, you will be eligible to use KCFML.

Q5: How is the 12-month period calculated for KCFML use?

A: King County uses the rolling calendar year method, which looks at the previous 12 months from the date that you are requesting your leave to start to calculate how many eligible hours you have for the next 12 months.

Q6: Is there a limit to the number of times that I can take KCFML in a 12-month period?

A: No. If you are eligible and your circumstance qualifies, you are entitled to take up to 18 weeks of leave in a 12-month period for family and medical reasons.

Q7: What are KCFML qualifying events?

A: You may use KCFML because of your own serious medical condition as an employee or:

1. For the birth or adoption of your child or for foster care.
2. For the care of a member of your family with a serious health condition who is:
 - a. your spouse or domestic partner;
 - b. your child or a child of your spouse or domestic partner; or
 - c. your parent, your spouse or domestic partner's parent, or an individual who stands or stood *in loco parentis* to you (a person who provides day-to-day care and financial support for a child), your spouse or domestic partner.
3. For the care of your spouse, child, parent, or next of kin to a service member with a serious injury or illness incurred in the line of duty (this is a type of FMLA that may be taken for up to 26 weeks and runs concurrent with KCFML). The 26 weeks may only be used once by you as an employee to care for the same service member for his or her same serious illness or injury; however, you may use it in future years to care for the same service member for a different serious illness or injury or to care for a different service member with a serious illness or injury. (See Q9 below.)
4. Because of a "qualifying exigency" arising out of the fact that your spouse, child, or parent is on active duty or call to active duty status in the uniformed services. This means that you may take leave to attend to non-medical issues to get ready for your family member's absence or to attend to issues when they are gone. (See Q9 below.)

Q8: What is a "serious health condition"?

A: This is complicated so be sure to consult with your agency KCFML representative if you have additional questions – a good rule of thumb is that you or your family member is ill or injured and incapacitated for more than 3 days and is under the care of a health care provider.

Technically, a “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either:

1. *Inpatient care* (e.g., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity (e.g., inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with or consequent to such inpatient care; or
2. *Continuing treatment by a health care provider, which includes:*
 - a. A period of incapacity lasting more than 3 consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes: treatment two or more times by a health care provider (e.g., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity, absent extenuating circumstances) or one treatment by a health care provider (e.g., an in-person visit) within 7 days of the first day of incapacity with continuing treatment (e.g., prescription medication, physical therapy); or
 - b. Any period of incapacity due to pregnancy, or for prenatal care; or
 - c. Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity; or
 - d. A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - e. Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than 3 consecutive days if not treated.

Q9: Are there any special military family leave rules for employees who are related to individuals serving in the uniformed services?

A: Yes. As noted in the answer to Q7 above, there are two types of military family leave for those employees.

The first type is called “Exigency Leave” but it is not a medical leave. It provides 18 weeks of military family leave to you as an employee when your spouse, child, or parent is on active duty or will be leaving for active duty. This type of leave is intended to assist you and your family by providing you leave to attend to non-medical needs such as military informational briefings, childcare or school arrangements, financial or legal arrangements, counseling, post-deployment ceremonies, etc.

The second type is called “Military Caregiver Leave” which is 26 weeks (the 26 weeks is a federal FMLA requirement and may be taken continuously or on an intermittent basis) of military family leave provided to you as an employee when your spouse, child, parent, or next of kin suffers an injury or illness in the line of duty and needs you to care for him or her. If you are not the service member’s spouse, child, or parent, you may be the next of kin.

Who is next of kin is determined upon the following priority: blood relatives given legal custody of the service member, siblings, grandparents, aunts and uncles, and first cousins. The service member may also designate you as a blood relative as their next of kin. This leave is not available to care for your family member if they were former members of the uniformed services or members receiving permanent retirement disability.

Q10: May I use KCFML to care for my adult children?

A: Not usually. “Child” includes a biological child, adopted child, foster child, legal ward, or stepchild but does not include individuals age 18 or over unless they are incapable of self-care because of a mental or physical disability.

Q11: My husband and I both work for the County and are having a baby. How does KCFML apply to our situation?

A: Both you and your husband are entitled to use KCFML and are limited to a combined total of 18 weeks of KCFML for a 12 month period (bonding time) upon the date of your child’s birth; or for placement of a child with you for adoption or foster care, or to care for the child after placement. The County does not require you to provide medical certification in these instances.

If you are the mother, you use KCFML for any period of your disability caused by the pregnancy (*e.g.*, bed rest) or birth (*e.g.*, natural birth or cesarean).

Q12: I am on leave due to a workplace injury and receiving time loss payments under workers’ compensation. Do I use KCFML during this time?

A: Most likely. When leave is taken for your serious health condition in conjunction with an occupational illness or injury for which you are receiving workers’ compensation time loss payments, the leave is taken as KCFML. That is the case whether or not you are augmenting time loss with your sick leave accruals.

Q13: Who is considered a health care provider?

A: All of the following are recognized health care providers, if they are authorized to practice by the state or country in which they practice:

- Doctors of Medicine or Osteopathy
- Podiatrists
- Dentists
- Clinical Psychologists
- Optometrists
- Chiropractors (only manual manipulation of spine to correct subluxation shown to exist by x-ray)
- Nurse Practitioners

- Nurse Midwives, if authorized to practice under state law and consistent with the scope of their authorization
- Clinical Social Workers
- Any health care provider recognized by the County's health plans
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, MA
- A health care provider as defined above who practices and is licensed in a country other than the United States

Q14: May I take KCFML in intermittent blocks of time?

A: Yes. KCFML may be continuous, which is consecutive days or weeks, or intermittently, which is taken in whole or partial days ("Military Caregiver Leave" (*see* Q9) which may be taken intermittently for up to 26 weeks).

If you are an FLSA-exempt employee, meaning that you are not paid on an hourly basis but paid on a salary basis, you may be converted to an hourly employee during your intermittent KCFML.

You may take intermittent KCFML after the birth or placement of a child for adoption or foster care, but only if authorized by your appointing authority.

Q15: If I am able to work in some capacity, may I work in another position instead of taking KCFML?

A: Maybe. If you are able to work in some capacity, at the option of the County, you may be required to transfer temporarily to an available alternative position for which you are qualified and which better accommodates recurring periods of leave than does your regular position.

PART THREE: APPLYING FOR KCFML

Q16: What do I do when I think that I may need KCFML?

A: You may be required to provide the County with 30 days advance notice when your need for KCFML is "foreseeable." When such an advance notice is not possible or the need for your leave cannot be foreseen, you must give notice as soon as "practicable" which is generally the day you learn of the need for leave or the next business day.

Q17: How do I request KCFML?

A: You will be required to submit forms in the order of the steps set forth below. All forms are located on the Benefits Payroll and Retirement Operations web page which you may access at: <http://www.kingcounty.gov/employees/benefits/Forms.aspx>

Step one: You fill out a “Protected Family and Medical Leave Request Form” and provide it to your agency KCFML representative. You may be provided this form when your agency representative learns that you may need KCFML.

Step two: Within 15 days (or at the same time that you submit your request form) you submit a “Protected Family and Medical Leave Medical Certification Form” to your agency KCFML representative. Note: If you fail to provide the medical certification form or other required documentation, your leave may be denied. There are four types of medical certification forms (the first three of which must be completed and signed by a health care provider). Choose the one that fits your type of requested leave:

- Your own serious health condition
- The serious health condition of a qualified family member
- “Military Caregiver Leave” (*see* Q7 and Q9 for more information on this type of FMLA)
- “Exigency Leave” under military family leave (no health care provider signature is required for this form; *see* Q7 and Q9 for more information on this type of FMLA)

Step three: You will be notified by your agency KCFML representative via a “Protected Family and Medical Leave Response Form” as to whether your requested leave will be designated as KCFML. You will receive the notification within 5 business days. If your KCFML is approved and you have leave accruals, you will be notified that you must use your accruals while you are out on KCFML.

Step four: Provide leave of absence request to your agency supervisor in accordance with your agency’s absence management procedures.

PART FOUR: EMPLOYER CONTACT, PAY, AND BENEFITS, DURING KCFML

Q18: Does the County have to accept my medical certification without question? Can the County contact my health care provider about its contents?

A: Not necessarily.

1. You are responsible for submitting a completed medical certification. If you submit a medical certification that is incomplete or insufficient, King County must provide a written list of the additional information needed for a complete and sufficient certification. You generally have seven calendar days to return a completed and signed form.
2. After you have an opportunity to cure deficiencies and the County receives authorization from you to clarify or authenticate your medical certification, an agency designee, typically your agency KCFML representative or a Human Resources Division disability services representative, may communicate directly with your health care provider to clarify or authenticate your medical certification.

3. Under no circumstances may your direct supervisor communicate with your health care provider.
4. Human Resources Division Safety & Claims officers may also contact your health care provider when you are on workers' compensation time loss whether or not you are using KCFML.
5. The County may request that you recertify your KCFML:
 - a. Every 6 months; or
 - b. Every 30 days if:
 - Your leave extends beyond the duration described by your health care provider in your medical certification;
 - The circumstances described by your health care provider in your medical certification have changed; or
 - If you need to extend your KCFML.
6. This is rare but, if the County has concerns about the medical information in your certification, it may request a second opinion, but must cover the cost. If the information in your certification differs from that of the second opinion, the County may request a third opinion, but must cover the cost.

Q19: Will I be paid when on KCFML?

A: To the extent that you have leave accruals, you will be paid and must use all of your leave accruals before going into an unpaid status.

Q20: In what order do I use my leave accruals when I am on KCFML for my own serious health condition?

A: When you are on KCFML for your own serious health condition you must use your leave accruals in the following order:

1. all accrued sick leave or its equivalent (*e.g.*, special sick leave in KCSO or benefit time in Waste Water);
2. all accrued vacation leave or its equivalent (*e.g.*, Holiday Pay in DAJD);
3. all donated sick leave;
4. all donated vacation leave;
5. any executive leave or compensatory time; and
6. leave without pay, at the discretion of the hiring authority; however, leave without pay must be approved for the first 12 months of leave (because that is leave qualifying under federal and state family and medical leave) and disability leave laws.

Q21: In what order do I use my leave accruals when I am on leave for a serious health condition of a family member? Does that leave count as KCFML?

A: Leave to care for a qualified family member shall be used in accordance with the Washington Family Care Act, which means that you may use any type of accrued leave that you have to care for:

1. Your child with a health condition that requires treatment or supervision; or
2. Your spouse, parent, parent-in-law, or grandparent who has a serious health condition or an emergency condition.

However, you may not choose to use leave without pay. Your supervisor has discretion to approve leave without pay.

If your leave is to care for a family member, as described in Q7 with a serious health condition, your leave counts toward KCFML.

Q22: Do I get paid for holidays when I am on KCFML?

A: Usually. You must be eligible for leave benefits and in a pay status on the day before and the day after a holiday to be eligible for holiday pay. If you are in an unpaid status, you do not get paid for the holiday.

Q23: If I am on KCFML but in an unpaid status because I used all of my leave accruals, do I still receive the personal holidays that are usually credited to my vacation balance on October 1st and November 1st?

A: Yes. If you occupy a position which is eligible for leave benefits, you receive the personal holiday, regardless of pay status.

Q24: Does a holiday count toward KCFML?

A: It depends if you are on continuous or intermittent KCFML.

- If you are on continuous KCFML, the week in which a holiday falls is counted as a full week of KCFML.
- If you are on intermittent KCFML and worked the week in which the holiday fell, the holiday does not count towards KCFML. If you are on intermittent KCFML and were scheduled to work on the holiday, then it would count toward KCFML.

Q25: What benefits do I continue to receive while I am on KCFML?

A: You receive the same County-paid health benefits (medical, dental, and vision) you had immediately before you began leave. If you pay a portion of your monthly health benefit premiums including enhancements, staff from the Benefits, Payroll and Retirement Operation section will contact you about self-paying to continue coverage. You will also be contacted about self-paying to continue health coverage under COBRA when KCFML ends. If you go

on unpaid status, you will be contacted about self-paying to continue any life, accidental death and dismemberment, or long-term disability insurance you may have.

Q26: May I work in a non-County job while on KCFML?

A: No. Outside employment is not permitted while you are on KCFML. If you are able to work in some capacity, at the option of the County, you may be required to transfer temporarily to an available alternative position for which you are qualified.

Q27: Can the County require me to return to work before my KCFML has been exhausted?

A: Subject to certain limitations, the County may deny the continuation of KCFML if you fail to fulfill your obligation to provide supporting medical certification as required. Also, if your need for KCFML changes and your health care provider determines that you can return to work earlier than expected, you must inform your agency KCFML representative.

Q28: Can I be laid off or otherwise separated from employment when using KCFML?

A: The County is not required to reinstate employees who would have been laid off or otherwise had their employment terminated (*e.g.*, employees who were hired for a specific term of employment) had they continued to work during the time period that KCFML was used. Also, there are situations when the County requires a medical certificate of fitness for duty to return to work – if you do not provide that, the County can deny your reinstatement until it is provided.

Q29: What if my medical condition is permanent and I will not be able to return to work?

A: If medical documentation indicates that, after 12 weeks of leave, you are unable to return to work on a permanent basis, you are not eligible for additional KCFML and may be medically separated from employment. Should that be the case, you will be informed of various potential resources which may be available to you, such as one year in the County's reassignment program and how to apply for long-term disability, disability under social security, and disability retirement.

30: What happens to my KCFML records?

A: Any documents related to your KCFML which include any kind of medical information (*e.g.*, diagnosis and prescriptions) are confidential and kept separately from your personnel file in a private location. Information about your medical restrictions (*e.g.*, unable to attend work for three weeks, unable to type for two months) will be provided to your supervisor so that your supervisor may manage work but your supervisor will not be provided your medical information.

The County is required to keep all KCFML-related records for three years.

Q31: What if I have concerns that my family and medical leave rights have been violated?

A: You have several avenues to elevate your concerns, including:

- It is highly recommended that you first discuss your concerns with your agency KCFML representative or Human Resources Service Delivery Manager.
- If you are not represented by a labor organization, you may file a grievance pursuant to Section 17 of the Personnel Guidelines which you may access at: <http://www.kingcounty.gov/employees/HumanResources/policies.aspx>
- If you are represented by a labor organization, you may contact your union representative who may provide you with information.
- You may file a complaint with the Washington State Department of Labor and Industries which may be contacted at: <http://www.lni.wa.gov>
- You may file a complaint with the United States Department of Labor's Wage and Hour Division which may be contacted at: www.dol.gov/whd/america2.htm

As an employer, the County is prohibited from interfering, with, restraining, or denying the exercise of your family and medical leave rights. It is also prohibited from retaliating against you for filing a complaint, cooperating with the state or federal enforcement agencies, or bringing a private action to court.

PART FIVE: OPTIONS AVAILABLE WHEN KCFML IS EXHAUSTED

The vast majority of employees return to their positions prior to the end of their 18 weeks of KCFML; however, if you are one of the few employees who do not, you have protections and options depending upon your specific situation. Many are benefits. *Your King County Benefits* is the first place to turn to when you want to know more about your County benefits which you may access at:

<http://www.kingcounty.gov/employees/benefits/YourKingCountyBenefits.aspx>

Your options may include:

Additional leave

- *Leave as an Accommodation:* If you qualify as a disabled employee with a temporary serious medical condition, additional leave beyond KCFML may be granted to you as a reasonable accommodation. You must provide medical documentation that indicates you will be able to return to your position full-time and perform the essential functions of

your position within a reasonable time period. Your situation will be subject to an individualized assessment with no arbitrary period of leave. If you remain in a paid status, you will continue to receive medical, dental, and vision benefits.

Another position

- *Reassignment:* If you qualify as a disabled employee and are unable to return to your position full time and perform the essential functions of your job as a result of your own serious medical condition, either during the course of your KCFML leave or during leave as a reasonable accommodation, you may be eligible for job reassignment and the Reassignment Program if you are able to return to work in another job capacity and are qualified. You are eligible for the Reassignment Program services for one year from the date of your medical separation (two years for Transit Division employees). Once services begin, it is provided for up to six months.
- *Rehire:* A career service employee may be rehired in the same classification or in a lower classification in the same classification series without written examination if the employee is rehired within two years after resignation and if the employee meets the current education, experience, and physical qualifications for the position.

Income

- *Workers' Compensation:* If you were injured on the job and receiving workers' compensation time-loss payments, your payments may continue.
- *Long-Term Disability:* You receive county-paid basic long-term disability (LTD) insurance through CIGNA Group Insurance, as well as the option to purchase CIGNA supplemental LTD insurance for yourself when you first become a benefit-eligible employee with the county. Your basic LTD insurance provides up to a total of 60% of all your pre-disability earnings after a 180-day benefit waiting period.
- *Disability Retirement:* Assistance in applying for a potential disability retirement under state retirement plan, *e.g.*, PERS, which you may access at <http://www.drs.wa.gov>

Health and Life Insurance

- *COBRA:* If you and/or your covered dependents lose your health care plan coverage through the county, the federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) gives you and/or your covered dependents the right to continue coverage for up to 18 months.
 - An 11-month extension of COBRA coverage may be available if any qualified beneficiaries under your county health care plan are disabled. The Social Security Administration (SSA) must determine that the qualified beneficiary was disabled at some time during the first 60 days of COBRA coverage, and you must provide FBMC with written notice and a copy of the SSA award letter within 60 days of the SSA determination and before the end of the first 18 months of COBRA coverage.

- *KingCareSM*: Under KingCareSM, if you or a covered dependent is totally disabled and coverage ends for any reason other than plan termination, medical coverage only for the disabling condition may be extended for 12 months at no cost. The disabled person may choose either the medical extension coverage under KingCareSM or COBRA coverage; however, electing the extension means forfeiting the right to elect COBRA coverage and to convert to an individual policy. Other covered dependents may be able to elect coverage through COBRA.
- *SSDI*: Assistance with applying for Social Security Disability Insurance (if approved for CIGNA Long-Term Disability, CIGNA may assign an external service provider to assist with you with your Social Security Disability Insurance application).
- *Life Insurance*: If you become disabled before age 60, the county-paid basic life insurance and self-paid supplemental life insurance you had on the last day you worked will be continued at no cost to you as long as you pay the premiums to continue your basic life and/or supplemental life insurance until Aetna approves your disability claim.
 - If you become disabled after age 60 and before you retire or end county employment, you may pay to continue the basic life and supplemental life insurance you had on the last day you worked until age 65 if Aetna approves your disability claim.
- Referral for Affordable Care Act (“Obamacare”) coverage. This coverage is income based which means that fees for coverage are based on a sliding scale depending on how much income an employee receives and other factors. You may be eligible for coverage at no cost. There are several resources, one of which you may access at: <http://washingtonhealthplanfinder.org>
- Assistance exploring Washington Apple Health (formally known as Medicaid) which you may access at: www.hca.wa.gov/medicaid
- Referral to State Health Insurance Benefits Advisors (SHIBA). These are volunteers who help people navigate the best options for health insurance which you may access at: <http://www.insurance.wa.gov>

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September 12, 2014

The Honorable Larry Phillips
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Phillips:

I am pleased to transmit to you an ordinance that, for the first time in King County, creates a foundation for bargaining a comprehensive “Total Compensation” agreement with the King County Coalition of Labor Unions. This ordinance contains far-reaching improvements in efficiency, accountability and productivity for the County.

If approved, this ordinance will ratify a memorandum of agreement (MOA) bargained with the King County Coalition of Labor Unions that provides the following:

- > Cost-of-living adjustment (COLA) increase of 2% for 2015 and 2.25% for 2016.
- > Roll over of all compensation elements of Coalition collective bargaining agreements (CBA) through 2016.
- > The parties agreed to a change in practice that will run King County Family Medical Leave (KCFML) and the Family Medical Leave Act (FMLA) concurrent, rather than consecutive, if such code changes are adopted by King County and implemented for all King County employees. The agreed upon change will not be implemented for represented employees before July 1, 2015. As with all decision making in King County, the Equity and Social Justice Ordinance 16948 will be applied.
- > Re-openers in 2015, at the request of King County, on all compensation elements of coalition CBAs (wages; premiums; incentives and other monetary payments; and all forms of leave and benefits) as well as King County initiatives including “Employer of the Future” and “Standards”, for purposes of bargaining a comprehensive total compensation agreement with the Coalition intended to be effective in 2017.

- > A flat lump sum Coalition Participation Premium payment of \$500 paid in 2014 to coalition bargaining unit members whose bargaining units ratified the MOA by August 15, 2014, as long as the member is employed by King County on June 27, 2014.

This payment is in consideration for the agreement by participating unions to bargain economic issues with King County as a coalition rather than individual bargaining units, resulting in process efficiency and savings in administrative costs for King County.

Additionally, this payment is in consideration for the agreement by participating unions to open all compensation elements of CBAs on January 1, 2015 or later, at the request of King County, for the purpose of bargaining a future total compensation agreement in coalition.

- > Renewal without modification of the Administrative Support Coalition MOA effective January 1, 2015 and expiring December 31, 2016.

This agreement covers a wide range of employees, approximately 5,800, working in 17 agencies, covered by 59 different collective bargaining agreements.

This ordinance covers all compensation matters, including COLA for 2015 and 2016, for employees represented by 19 unions. If adopted, the ordinance will:

1. Provide financial sustainability and predictability in administering many King County labor agreements for the next two years;
2. Create efficiencies in administering the King County Family Medical Leave (KCFML) benefit;
3. Create efficiencies in the collective bargaining process by consolidating issues and bargaining in coalition;
4. Recognize and support high quality public service; and
5. Further our commitment to Equity and Social Justice by creating a transparent process for future bargaining that will result in more standardized agreements for a significant portion of King County's work force.

Unions Represented by this MOA include:

- Animal Control Officers Guild
- International Brotherhood of Teamsters Local 117
- Joint Crafts Council, Construction Crafts:
 - International Association of Machinists and Aerospace Workers Local 289
 - International Brotherhood of Boilermakers, Iron Ship Builders, Blacksmiths, Forgers and Helpers, Lodge No. 104
 - International Brotherhood of Electrical Workers Local 46
 - International Union of Operating Engineers, Local 286
 - International Union of Painters and Allied Trades District Council 5
 - Laborers' International Union of North America, Local 1239
 - Pacific Northwest Regional Council of Carpenters, Local 30

- UNITE HERE! Local 8
- United Association of Plumbers and Pipefitters Local 32
- Office & Professional Employees International Union, Local 8
- Professional and Technical Employees, Local 17
- Public Defense Management Guild
- Public Safety Employees Union
- Public, Professional & Office-Clerical Employees and Drivers, Teamsters Local 763
- Service Employees International Union, Local 925
- Teamsters Local 174
- Washington State Council of County and City Employees, Council 2

This agreement achieves unprecedented efficiencies by allowing the County to simultaneously bargain wages, premiums, incentives and other monetary payments, as well as all forms of leave and benefits, and important King County initiatives with many unions in a coalition forum. Due to the time sensitive nature of the lump sum Coalition Participation Premium payment, I respectfully request Council action on this legislation by no later than November 17, 2014.

Comprehensive negotiation with unions representing a large number of employees in a wide array of agencies compels the agencies to work in a unified manner with increased accountability. Time saved by increased efficiency in KCFML administration, less agency time committed to bargaining due to contract rollovers, and the alignment of contract expiration dates to prepare for total compensation bargaining will increase productivity throughout the County. It will also create a unique opportunity to discuss and bargain important King County initiatives and priorities.

The settlement reached is a product of good faith collective bargaining between King County and the King County Coalition of Labor Unions. The agreement is sustainable in our current economic environment and is within our capacity to finance. This agreement has been reviewed by the Office of the Prosecuting Attorney, Civil Division.

This important legislation supports King County's Strategic Plan goal of "sound fiscal management" in that the agreement is predictable and sustainable over time. It also fulfills our commitment to work "collaboratively with the King County work force to identify and implement cost reductions and productivity gains." At the same time, the agreed upon changes to the current County negotiation process and benefits are intended to help recruit, retain and develop high quality employees who will provide high quality services to the public. It empowers King County employees to discuss and bargain consistent with their priorities within the County's fiscal limitations.

The Honorable Larry Phillips
September 12, 2014
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If you have questions, please contact Patti Cole-Tindall, Director, Office of Labor Relations,
at 206-296-4273.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Carolyn Busch, Interim Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Patti Cole-Tindall, Director, Office of Labor Relations

**FISCAL NOTE**

Ordinance/Motion No.	Memorandum of Agreement		
Title:	Addressing "Total Compensation" Coalition Bargaining; 2015-2016 Budget; and Cost-of-Living Wage Adjustments for King County Coalition of Labor Unions Bargaining Unit Members 2015-2016		
Effective Date:	1/1/15 to 12/31/16		
Affected Agency and/or Agencies:	Many Departments		
Note Prepared by:	Lisa Boggess, Labor Relations Analyst, Office of Labor Relations	Phone: 296-8581	
Note Reviewed by: Supplemental Required? NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>	Helene Ellickson, Budget Manager		Phone: 263-9691

EXPENDITURES FROM:				
Fund Code	Department	2014 (Lump Sum)	2015	2016
0010	Adult & Juvenile Detention	73,038	261,695	300,295
0010	Executive Services	63,104	171,390	196,670
0010	Judicial Administration	66,026	144,053	165,301
0010	Assessor	101,668	266,938	306,312
0010	Public Defense	207,427	324,346	372,187
0010	Public Health	22,788	57,860	66,394
0010	King County Council	11,686	53,291	61,152
0010	District Court	98,747	215,382	247,151
0010	KC Elections	40,901	87,050	99,890
0010	Superior Court	54,924	151,763	174,149
0010	Sheriff	147,828	542,918	622,998
0010	Prosecutor	112,186	226,056	259,400
0016	Adult & Juvenile Detention	584	1,847	2,120
1030	Transportation/Roads	194,572	681,352	781,851
1040	Natural Resources & Parks	584	1,466	1,682
1060	Community & Human Services	2,337	9,836	11,286
1090	Executive Services/Recorders O&M	3,506	6,903	7,921
1110	Executive Services	4,090	14,337	16,452
1120	Community & Human Services	25,125	75,808	86,989
1135	MIDD/ Community & Human Svcs	1,753	4,357	4,999
1135	MIDD/ Judicial Administration	584	1,326	1,521
1135	MIDD/ Public Health	5,843	20,809	23,878
1135	MIDD/District Court	2,922	10,185	11,687
1135	MIDD/ Superior Court	2,922	7,961	9,135
1135	MIDD/Prosecuting Attorneys	2,922	6,513	7,474
1141	DCHS Veterans and Family Levy	2,922	18,070	20,735
1190	Public Health	14,023	39,854	45,733
1210	Natural Resources & Parks/Shared Serv.	50,250	168,191	192,999
1211	Natural Resources & Parks	49,081	188,725	216,562

EXPENDITURES FROM:				
Fund Code	Department	2014 (Lump Sum)	2015	2016
1220	Sheriff/AFIS	18,113	83,881	96,254
1260	Community & Human Services	20,451	31,240	35,848
1340	Permitting & Environmental Review	43,238	137,138	157,366
1346	Permitting & Environmental Review	4,674	17,215	19,754
1421	Community & Human Services	1,169	5,253	6,028
1431	Executive Services/Animal Services	27,462	47,409	54,402
1451	DNRP/Parks	129,715	231,531	265,682
1561	DNRP/WLRD/Flood Control	21,619	81,652	93,696
1800	Public Health	423,033	983,930	1,129,060
2140	Grants/DES - Executive Services	2,337	8,312	9,538
2140	Grants/DJA - Judicial Administration	1,169	2,552	2,929
2140	Grants/KCE - King County Elections	584	950	1,090
2140	Grants/KCSC - Superior Court	15,776	42,625	48,913
2140	Grants/DPD – Public Defense	584	1,239	1,422
2140	Grants/KCSO - Sheriff's Office	584	3,127	3,588
2240	Community & Human Services	14,608	56,898	65,290
3473	KCIT	584	3,217	3,691
3771	KCIT Capital	8,180	22,111	25,373
3781	KCIT	6,427	23,607	27,089
4040	Natural Resources & Parks/Solid Waste	184,055	591,010	678,184
4290	Transportation/Airport	21,035	53,024	60,846
4501	KCIT	584	2,587	2,968
4531	KCIT	4,674	20,830	23,903
4611	Natural Resources & Parks/Wastewater	193,988	789,755	906,244
4641	Transportation/Public Transp.	249,496	1,034,147	1,186,684
5420	Executive Services/Safety & Claims	16,360	51,756	59,390
5450	Executive Services/FBOD	64,857	166,643	191,223
5471	KCIT	8,765	52,988	60,804
5481	KCIT	15,776	54,893	62,990
5490	Executive Services	11,102	57,088	65,509
5500	Executive Services/HRD	4,674	16,627	19,079
5511	Executive Services/FMD	134,973	366,398	420,442
5520	Executive Services/Risk Management	1,169	2,376	2,726
5531	KCIT	182,302	717,167	822,950
5570	Transportation/Fleet	23,372	67,213	77,126
5580	Transportation/Fleet	10,516	29,158	33,454
TOTAL: Increase FM previous year		\$ 3,232,348	\$ 9,617,829	\$ 11,036,458
TOTAL: Cumulative			\$ 9,617,829	\$ 20,654,287

Expense Type	2014 Base	2014 (Lump Sum)	2015	2016
Salaries	\$ 402,437,623	\$ 2,766,000	\$ 8,048,752	\$ 9,235,943
OT	\$ 9,073,095		\$ 181,463	\$ 208,228

PERS & FICA	\$ 68,380,707	\$ 466,348	\$ 1,387,614	\$ 1,592,287
TOTAL	\$ 479,891,425			
TOTAL: Increase FM previous year		\$ 3,232,348	\$ 9,617,829	\$ 11,036,458
TOTAL: Cumulative			\$ 9,617,829	\$ 20,654,287

ASSUMPTIONS:**Assumptions used in estimating expenditure include:**

1. Contract Period(s):	1/1/2015 – 12/31/2016
2. Wage Adjustments & Effective Dates:	
COLA:	2% for 2015 and 2.25% for 2016
Other:	KCFML and FMLA to run concurrently, rather than consecutive
Retro/Lump Sum Payment:	\$500.00 per employee
3. Other Wage-Related Factors:	
Step Increase Movement:	
PERS & FICA:	16.86%
Overtime:	Based on 2013 actuals
4. Other Cost Factors:	
	Assume staffing is constant over time

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King County

Committee of the Whole

STAFF REPORT

Agenda Item:	6	Name:	Mike Reed
Proposed No.:	2014-0334	Date:	October 20, 2014
Invited:	Grover Cleveland, Business Development Manager, Director's Office, Department of Natural Resources and Parks		

SUBJECT

Proposed Motion 2014-0334 would acknowledge receipt of a report related to review of the solid waste interlocal agreement. The report was required by budget proviso in the 2014 Adopted Budget (Ordinance 17696).

The motion is on today's agenda for discussion only.

SUMMARY

In the 2014 Adopted Budget, the Council included a proviso (Ordinance 17696, Section 19, Proviso P2) requiring the Executive to report on the recently-updated Solid Waste Interlocal Agreements, approved by 32 of the 37 cities that are currently participants in the system. The proviso required that the Executive prepare a report on identified issues with the 2013 amended and restated agreement, including recommendations for agreement revisions and drafts of any agreements needed to effectuate the recommendations. Proposed Motion 2014-0334 transmits the proviso response, and acknowledges receipt of the response and releases withheld funding.

BACKGROUND

King County has in place adopted agreements with its city partners that participate in the federated solid waste collection, transfer and disposal system. The agreements define the roles and responsibilities of each of the partners. Until 2013, the agreements were structured to expire in 2028, driving schedules for bond repayments and system planning and capital development. In 2011 through 2013, the region undertook to update and extend the agreements. After developing language for proposed revisions, participant cities were presented with a proposed Amended and Restated Solid Waste Interlocal Agreement, beginning in 2012. By mid-2013, 32 of the 37 participating cities had signed the revised agreement; five others had indicated an intent to manage the relationship with the county utilizing the existing agreement, with a 2028 expiration date.

The agreement was transmitted to Council on February 12, 2013. The Council review process resulted in identification of several matters where potential refinements could benefit the language of the agreement. It was noted that not all participant cities had agreed to the extended ILA. This could raise potential issues regarding latecomer provisions, changes to disposal rates based on the numbers of ILA participants, potential alternative financing mechanisms for future capital investments in solid waste facilities, and clarification of solid waste management planning responsibilities. Those issues were identified in amendments to the measure approving the ILA, codified as Ordinance 17677. That ordinance included language encouraging the Executive and cities “to discuss the issues arising as the result of some cities’ choice not to enter into the ILA and to report on progress of those discussions and any recommended amendments to the ILA that would be appropriate.”

In the review process to adopt the 2014 budget, the Council included a proviso, also speaking to the consideration of potential amendments to the ILAs:

“Of this appropriation, \$5,000,000 shall not be expended or encumbered until the executive transmits a solid waste interlocal agreement review report and a motion that acknowledges receipt of the report and the motion is passed by the council. The motion shall reference the proviso’s ordinance, ordinance section, proviso number and subject matter in both the title and body of the motion.

The executive must file the report and motion required by this proviso by July 31, 2014, and before the executive sends any proposed future solid waste interlocal agreement amendments to cities for their approval as a result of review of issues identified in Ordinance 17677, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy and environment committee, or its successor, or appropriation authority for the amount restricted by this proviso shall lapse.

A. The report shall include:

- 1. A review and analysis of issues identified in Ordinance 17677 regarding the 2013 amended and restated solid waste interlocal agreement;*
- 2. Recommendations for revisions to the agreement based on input from partners in the federated solid waste system in King County and the solid waste division and Ordinance 17677; and*
- 3. Drafts of any agreements necessary to effectuate the recommendations.”*

The Executive transmitted a report to Council entitled “Solid Waste Interlocal Agreement Review Report”; the accompanying legislation was introduced and referred on August 25, 2014. The Report describes the review process undertaken by the Solid Waste Division, with the participation of the Metropolitan Solid Waste Advisory Committee (“MSWAC”), representing participating cities. MSWAC assigned three of the issues—latecomer provisions, changes to disposal rates based on the number of signatory parties to ILAs, and potential alternative financing mechanisms for future capital

investments—to the Financial Policies Subcommittee. That subcommittee indicated that the identified issues could be addressed through financial policies. MSWAC indicated a preference for addressing the identified issues through financial policies and the Comprehensive Plan, rather than by amending the ILA.

MSWAC did not recommend any solid waste interlocal agreement amendments related to issues identified in Ordinance 17677, and did not propose any amendments related to any other topics. The Solid Waste Division, in the language of the report, concurs with MSWAC and does not recommend any solid waste interlocal agreement amendments.

In that light, the Executive has not forwarded any amendatory language to the interlocal agreement.

Proposed Motion 2014-0334 would acknowledge receipt of the report and release the appropriation being withheld. The motion is on today's agenda for discussion only.

ATTACHMENTS

1. Proposed Motion 2014-0334
2. Attachment A: Solid Waste Interlocal Agreement Review Report
3. Transmittal Letter, dated July 30, 2014

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Signature Report

October 24, 2014

1200 King County Courthouse
516 Third Avenue
Seattle, WA 98104

Motion

Proposed No. 2014-0334.1

Sponsors Dembowski

1 A MOTION acknowledging receipt of a report related to
2 review of the solid waste interlocal agreement and issues
3 identified in Ordinance 17677 submitted in compliance
4 with Ordinance 17696, Section 19, Proviso P2.

5 WHEREAS, Ordinance 17696, contained a proviso in Section 19, which amended
6 the 2013/2014 Biennial Budget Ordinance, Section 109, as amended, stating that five
7 million dollars could not be encumbered or expended until the executive transmitted a
8 solid waste interlocal agreement review report and a motion that acknowledged receipt of
9 the report and the motion was passed by the council, and

10 WHEREAS, the solid waste division, with participation of the metropolitan solid
11 waste advisory committee and the financial policies subcommittee, reviewed issues
12 identified in Ordinance 17677, and

13 WHEREAS, based on that review, the division developed a report addressing the
14 requirements of Ordinance 17677, and

15 WHEREAS, the review and analysis determined that contractual changes are not
16 necessary or appropriate at this time, and

17 WHEREAS, the executive has transmitted to the council the requested report and
18 a motion;

19 NOW, THEREFORE, BE IT MOVED by the Council of King County:

20 Receipt of the report related to review of the solid waste interlocal agreement and
21 issues identified in Ordinance 17677 submitted as Attachment A to this motion in
22 compliance with Ordinance 17696, Section 19, Proviso P2, is hereby acknowledged and
23 satisfying the proviso, the appropriation is hereby released.
24

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Larry Phillips, Chair

ATTEST:

Anne Noris, Clerk of the Council

APPROVED this ____ day of _____, ____.

Dow Constantine, County Executive

Attachments: A. Solid Waste Interlocal Agreement Review Report

Solid Waste Interlocal Agreement Review Report

Prepared in accordance with
Adopted Budget Ordinance 17696, Section 19, Proviso P2

July 2014



King County

Department of Natural Resources and Parks
Solid Waste Division

Introduction

This report was developed to meet the requirements of Adopted Budget Ordinance 17696, Section 19, Proviso P2 which states:

Of this appropriation, \$5,000,000 shall not be expended or encumbered until the executive transmits a solid waste interlocal agreement review report and a motion that acknowledges receipt of the report and the motion is passed by the council. The motion shall reference the proviso's ordinance, ordinance section, proviso number and subject matter in both the title and body of the motion.

The executive must file the report and motion required by this proviso by July 31, 2014, and before the executive sends any proposed future solid waste interlocal agreement amendments to cities for their approval as a result of review of issues identified in Ordinance 17677, in the form of a paper original and an electronic copy with the clerk of the council, who shall retain the original and provide an electronic copy to all councilmembers, the council chief of staff and the lead staff for the transportation, economy and environment committee, or its successor, or appropriation authority for the amount restricted by this proviso shall lapse.

A. The report shall include:

1. A review and analysis of issues identified in Ordinance 17677 regarding the 2013 amended and restated solid waste interlocal agreement;
2. Recommendations for revisions to the agreement based on input from partners in the federated solid waste system in King County and the solid waste division and Ordinance 17677; and
3. Drafts of any agreements necessary to effectuate the recommendations.

B. The report shall exclude any privileged and confidential attorney-client communications or advice related to the agreement, but when the report is filed such information shall be communicated separately in writing by the prosecuting attorney's office to the council's chief legal counsel.

The proviso requires that issues identified in Ordinance 17677 be addressed in this report. Ordinance 17677, Section G specifies:

These issues include but are not limited to:

1. Latecomer provisions;
2. Changes to the disposal rates charged based on the number of parties to the ILA;
3. Potential alternative financing mechanisms for future capital investments in solid waste facilities; and
4. Clarification of solid waste management planning responsibilities for cities that are not committed to the system after 2028.

Review Process

The Solid Waste Division and the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) worked collaboratively to address the requirements of the proviso. MSWMAC and the division agreed that a subcommittee of MSWMAC – the Financial Policies Subcommittee – would discuss latecomer provisions, changes to disposal rates charged based on the number of parties to the interlocal agreement (ILA), and potential alternative financing mechanisms for future capital investments in solid waste facilities; the subcommittee would bring the outcome of its discussions to MSWMAC. MSWMAC concurred with a division recommendation that solid waste management planning responsibilities are appropriately clarified in an updated Comprehensive Solid Waste Management Plan (Comp Plan).

Financial Policies Subcommittee

The Financial Policies Subcommittee (the subcommittee) is comprised of MSWMAC members including both elected officials and city staff, as well as division staff, Executive Office staff, and Council staff. The subcommittee was formed to address provision 6.1.h of the Amended and Restated Solid Waste Interlocal Agreement:

6.1.h Financial Policies. The County will maintain financial policies to guide the System's operations and investments. The policies shall be consistent with this Agreement and shall address debt issuance, rate stabilization, cost containment, reserves, asset ownership and use, and other financial issues. The County shall primarily use long term bonds to finance transfer System improvements. The policies shall be developed and/or revised through discussion with MSWMAC, the Regional Policy Committee, the County Executive and the County Council. Such policies shall be codified at the same time as the Comprehensive Plan updates, but may be adopted from time to time as appropriate outside the Comprehensive Plan process.

From February through June 2014, the subcommittee worked collaboratively to develop policies that address 6.1.h of the ILA and address issues 1 through 3 as identified in Ordinance 17677. MSWMAC confirmed at its May meeting a preference to address these issues through financial policies and the Comp Plan rather than by amending the ILA. The subcommittee and MSWMAC recommended that the financial policies and supporting language should be included in an updated Comp Plan.

Table 1 documents potential draft financial policies developed by the subcommittee that address the requirements of the proviso.

Table 1 – Draft Proposed Solid Waste Financial Policies

TOPIC	DRAFT POTENTIAL POLICY
1. Changes to disposal rates charged based on the number of parties to the ILA	Define customer classes and establish equitable fees for each customer's class based on services provided, benefits received, use of the system, and the costs, incurred or avoided, of providing those services, or other lawful basis.
2. Potential alternative financing mechanisms for future capital investments in solid waste facilities	Consider various financing options for capital projects and in consultation with stakeholders evaluate projected costs, benefits, schedules, project features, and overall rate payer value for the design and construction of the project.

Latecomer provisions may be addressed either through a financial policy to be determined or through future contract negotiations with the city seeking to extend.

Conclusion

MSWMAC did not recommend any solid waste interlocal agreement amendments related to issues identified in Ordinance 17677, and did not propose any solid waste interlocal agreement amendments related to any other topics. The division concurs with MSWMAC and does not recommend any solid waste interlocal agreement amendments. The issues are more appropriately addressed in an updated Comp Plan or by other means.

Next Steps

An update of the Comp Plan is anticipated to begin in September 2014 with the involvement of MSWMAC and, as required by state law, the Solid Waste Advisory Committee. Upon completion, the Comp Plan will be transmitted to the County Council. Acting as the Solid Waste Interlocal Forum, the Regional Policy Committee (RPC) will review the Comp Plan and forward it to the cities. The RPC may make a recommendation on the Comp Plan or forward it to the cities without a recommendation. Following adoption by the County Council and by cities representing three-quarters of the total population of the cities that act on the plan during a 120-day adoption period, and approval by the Washington State Department of Ecology, and approval of a cost assessment by the Washington State Utilities and Transportation Commission, the Comp Plan will be final. When final, an ordinance to update King County Code Title 10, the solid waste code, which would integrate changes associated with the new Comp Plan including new financial policies and clarification of planning responsibilities, would be submitted to the County Council for approval.

July 30, 2014

The Honorable Larry Phillips
Chair, King County Council
Room 1200
C O U R T H O U S E

Dear Councilmember Phillips:

This letter transmits a report that responds to Ordinance 17696, Section 19, Proviso P2 (the proviso), which restricts expenditure of \$5,000,000 until the Solid Waste Division (division) of the Department of Natural Resources and Parks transmits a solid waste interlocal agreement (ILA) review report, and a motion that acknowledges receipt of the report.

The proviso requires review of issues identified in Ordinance 17677 including, but not limited to:

1. Latecomer provisions;
2. Changes to the disposal rates charged based on the number of parties to the ILA;
3. Potential alternative financing mechanisms for future capital investments in solid waste facilities; and
4. Clarification of solid waste management planning responsibilities for cities that are not committed to the system after 2028.

The division and the Metropolitan Solid Waste Management Advisory Committee (MSWMAC) worked collaboratively to address these issues and identify any additional issues for possible amendment to the solid waste interlocal agreement. After review, neither MSWMAC nor the division propose any solid waste interlocal agreement amendments. Financial policies and other approaches may be used to address issues 1 through 3 identified in Ordinance 17677. As appropriate, solid waste management planning responsibilities which address issue 4 may be incorporated into an update of the comprehensive solid waste management plan. Such policies would support the Strategic Plan goal of financial stewardship.

The Honorable Larry Phillips
July 30, 2014
Page 2

It is estimated that this report required 18 staff hours to produce, costing approximately \$1,500.

Thank you for your continued support of the division's work to provide environmentally-responsible and efficient solid waste service to the residents and businesses of King County.

If you have any questions, please contact Pat D. McLaughlin, Division Director of the Solid Waste Division of the Department of Natural Resources and Parks, at 206-477-4501.

Sincerely,

Dow Constantine
King County Executive

Enclosures

cc: King County Councilmembers
 ATTN: Carolyn Busch, Interim Chief of Staff
 Anne Noris, Clerk of the Council
Carrie S. Cihak, Chief of Policy Development, King County Executive Office
Dwight Dively, Director, Office of Performance, Strategy and Budget
Christie True, Director, Department of Natural Resources and Parks (DNRP)
Pat D. McLaughlin, Division Director, Solid Waste Division, DNRP

CONTRACTING OPPORTUNITIES PROGRAM REPORT



SMALL CONTRACTORS AND SUPPLIERS

2013

Department of Executive Services
Finance and Business Operations Division

Business Development and Contract Compliance Section

Published June 30, 2014

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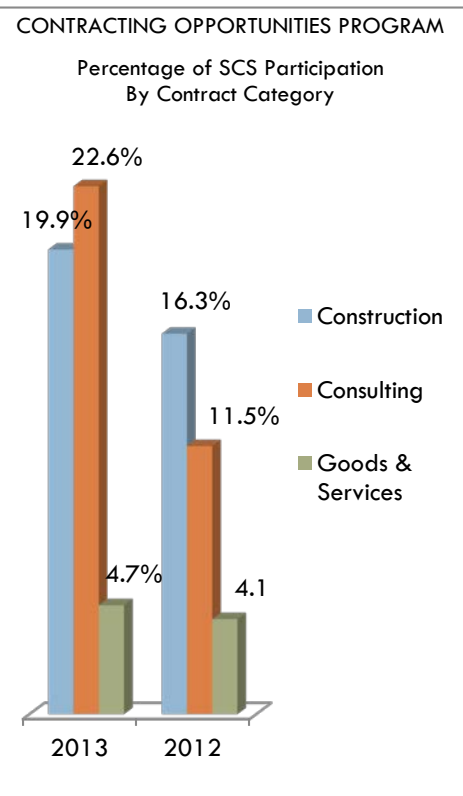
Challenges/Opportunities & Action Plan..... 6

Appendix 12

Contracting opportunities program report

EXECUTIVE SUMMARY

Efforts to assist small businesses are essential as our economy continues to recover and grow. Small businesses play a primary role in job creation. More than half of our regional workforce either owns or works for a small business. Additionally, small businesses account for 2 out of every 3 net new private sector jobs created over the



past decade. Recognizing the importance of small businesses to King County's local and regional economy, the Contracting Opportunities Program includes business outreach and procurement methods that help to increase the number of contracting opportunities for certified small contractors and suppliers (SCS), and to improve their competitiveness, in all categories in which the county awards contracts.

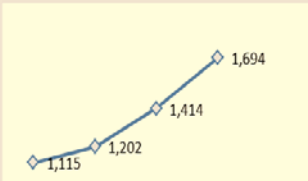
In 2013, King County built on its accomplishments in 2012 with another year supporting more than \$32 million in contract awards to more than 200 SCS firms. The County recorded a 4 percent overall increase in SCS participation across all contract categories. These gains include an 11 percent increase in consulting services and a 3.6 percent increase in construction services from 2012. SCS participation in goods and services contracts remains relatively constant at 4 percent in 2013 and 2012.

Significant increases in the number of contract awards and dollars to certified SCS firms for County construction and consulting services are highlights of the 2013 program year. For consulting services focused on architectural, engineering and professional services, the program continued to make points available for proposals that committed to use certified SCS firms along with other selection criteria. For construction services, the program applied requirements in two focus areas: work order contracts and Job Order Contracts (JOC). The County continued using two \$4 million JOC contracts that require subcontracting 90

percent of the work to expedite the completion of multiple small-scale repair and construction projects. Because many subcontractors tend to be smaller firms, JOC contracts provide extensive subcontracting opportunities for small contractors and suppliers to participate in these projects. The increased participation of certified SCS firms on these two JOC contracts is another highpoint of the 2013 program year.

We created a new partnership with Seattle colleges expanding the regional small business certification program that already has existing partnerships with Sound Transit and the Port of Seattle. The regional certification program uses common standards and forms to determine the eligibility of a business to compete as a certified SCS firm for public contracts with all four jurisdictions. A goal is to expand this regional service to other public entities to further a regional commitment to small businesses.

2013 KEY PROGRAM ACCOMPLISHMENTS

NATIONAL RECOGNITION	National Award to King County for making it easier for small firms to do business with County.	2013 Crown Communities Award. Procurement reforms initiated by King County Executive Dow Constantine to expand opportunities for small businesses to contract with the County were honored by American City & County Magazine. The national trade journal named King County as one of seven winners of its 2013 Crown Communities Award.										
TABOR 100 CRYSTAL EAGLE AWARD	Tabor 100 Crystal Eagle Economic Development Award was presented by Governor Jay Inslee to Sandy Hanks, King County Business Development and Contract Compliance Manager, at the Tabor 100 Annual Gala on September 14, 2013.	The award was on behalf of King County for results achieved through the Procurement Reform Initiative launched in 2010 that has created a more efficient and equitable environment, making it easier for small firms to do business with the County. Tabor 100 is a non-profit association of entrepreneurs and business advocates committed to economic power, educational excellence and social equity for African-Americans and the community at large.										
SUBSTANTIALLY INCREASED NUMBER OF CERTIFIED SCS FIRMS	Regional Certification Program. Expanded the one-stop small business regional certification program to add Seattle Colleges as a new partner to existing partnerships with Sound Transit and the Port of Seattle. A goal is to expand this service to other public agencies.	Fourth Consecutive Year of Growth. The number of available certified SCS firms increased 20% to 1,694 from 1,414 in 2012. <div><table><caption>Number of SCS Certified Firms</caption><thead><tr><th>Year</th><th>Number of Firms</th></tr></thead><tbody><tr><td>2010</td><td>1,115</td></tr><tr><td>2011</td><td>1,202</td></tr><tr><td>2012</td><td>1,414</td></tr><tr><td>2013</td><td>1,694</td></tr></tbody></table></div>	Year	Number of Firms	2010	1,115	2011	1,202	2012	1,414	2013	1,694
Year	Number of Firms											
2010	1,115											
2011	1,202											
2012	1,414											
2013	1,694											
INCREASED SCS PARTICIPATION CONSTRUCTION SERVICES AWARDS	Increased SCS Participation in County Public Works Projects for Construction Services. Applied requirements for certified SCS participation in construction services.	More than \$20.2 million in construction services awards to certified SCS firms compared to \$18.6 million in 2012, reflecting an increase of 8.7%.										
IMPROVED SCS INCLUSION IN CONSULTING SERVICES	Increased SCS Participation in Consulting Services for architectural, engineering and professional services.	Awarded more than \$7 million in consulting services to certified SCS firms , reflecting 22.6 percent of all SCS consulting awards due to incentives or requirements.										
JOB ORDER CONTRACTS	SCS, Minority and Women Owned Firms Participation in Job Order Contracting. JOC contracts require 90 percent subcontracting.	Created \$8.5 Million of Subcontractors Work as part of two County JOC contracts. First contract awarded in 2011; a second in 2012. Life-to-Date: SCS=\$4.8M; MBE=\$1.3M; WBE=\$589K; Other=\$1.8M										

SCS BY THE NUMBERS

	2013 Contracting Opportunities Program Summary Report				
	Goods & Services	Technical Consulting ¹	A/E/P Consulting	Construction	Total All Categories
Small Contractors & Suppliers Utilization					
\$ All Advertised Contracts	\$132,158,241	\$155,739,972	\$48,419,270	\$138,909,223	\$475,226,706
All Contracts Subject to SCS Incentives or Requirements	\$51,187,803	\$23,019,627	\$31,855,301	\$53,660,252	\$159,722,984
% Advertised Contracts Subject to SCS Incentives or Requirements	38.73%	14.78%	65.79%	38.63%	33.61%
\$ All Advertised Awards	\$132,158,241	\$155,739,972	\$48,419,270	\$138,909,223	\$475,226,706
\$ All Awards to SCS Firms (Prime and Subs)	\$3,105,000	\$1,244,317	\$7,697,121	\$20,252,634	\$32,299,072
% All Advertised Awards to SCS Firms	2.35%	0.80%	15.90%	14.58%	6.80%
All Contracts Subject to SCS Incentives or Requirements	\$51,187,803	\$23,019,627	\$31,855,301	\$53,660,252	\$159,722,984
\$ All SCS Awards due to Incentives or Requirements	\$2,405,000	\$513,317	\$7,186,225	\$10,696,810	\$20,801,353
% Awards to SCS Firms due to Incentives or Requirements	4.70%	2.23%	22.56%	19.93%	13.02%
Number of SCS Awards	6	9	86	121	222

¹ For consulting services, the 2013 data is divided into two subcategories—one for Architectural and Engineering, and Professional services (A/E/P), and the other for Technical services—to differentiate the program methods that are applied to each subcategory for the participation of certified SCS firms.

2012 / 2013 PROGRAM PERFORMANCE COMPARISON

	2012 and 2013 Contracting Opportunities Program Year:		
SMALL CONTRACTORS & SUPPLIERS	2012	2013	-/+ Change
GOODS & SERVICES (Total \$)	\$141,901,318	\$132,158,241	- (7.4%)
All Contracts Subject to SCS Incentives	\$124,957,327	\$51,187,803	- (124%)
\$ All SCS Awards	\$5,219,213	\$2,405,000	- (117.0%)
% Awards to SCS Firms	4.1%	4.7%	+0.6%
Number of SCS Awards	10	6	-4
CONSTRUCTION (Total \$)	\$85,482,656	\$138,909,223	+ (62.5%)
All Contracts Subject to SCS Requirements	\$68,301,790	\$53,660,252	- (21.4%)
\$ All SCS Awards	\$11,160,867	\$10,696,810	- (4.3%)
% Awards to SCS Firms	16.3%	19.9%	+3.6%
Number of SCS Awards	120	121	+1
CONSULTING A/E/P (Total \$)	\$15,848,361	\$48,419,270	+32.7%
All Contracts Subject to SCS Incentives	\$10,954,684	\$31,855,301	+190.8%
\$ All SCS Awards	\$1,269,637	\$7,186,225	+566%
% Awards to SCS Firms	11.6%	22.6%	+11.0%
Number of SCS Awards	22	86	+64
TECHNICAL CONSULTING (Total \$)	\$28,379,867	\$155,739,972	+548.8%
All Contracts Subject to SCS Incentives	\$22,985,390	\$23,019,627	- (0.1%)
\$ All SCS Awards	\$2,811,009	\$513,317	- (18.3)%
% Awards to SCS Firms	12.2%	2.2%	-(10.0)%
Number of SCS Awards	14	9	-(5)
TOTAL SCS AWARDS ALL CATEGORIES	\$20,470,726	\$20,801,353	+1.6%
% Awards to SCS Firms	9.0%	13.0%	+4.0%

CHALLENGES/OPPORTUNITIES AND ACTION PLAN

Summary of Contracting Opportunities Program Performance Challenges

This section provides information about the Contracting Opportunities Program and reviews specific program challenges and highlights short term actions and longer term strategies that are being used to address these challenges.

SMALL BUSINESS ACCELERATOR

Challenge: How can we continue to expand the use of the Small Business Accelerator Program by County departments?

Background: The Small Business Accelerator operates as a competitive procurement tool to increase competition among County-certified SCS firms for certain types of goods and technical services contracts. Specifically, the program allows for goods acquired by the former Metro agencies of Transit and Wastewater and technical services for all County departments and offices. This procurement method is applied to County funded projects only. Federally funded goods and services are exempted. The Accelerator allows like-sized SCS firms to compete with other like-size firms for specific contracts as the prime contractor for the County, when it is determined there are a sufficient number of certified SCS firms to create a competitive procurement environment.

Opportunity: There were 9 contracts in 2012 totaling \$1.3 million as compared to 4 contracts in 2013 totaling about \$293,000. Thus far, all executed awards through the Accelerator have been for technical services. Examples of technical services that can be acquired via the Accelerator are appraisal services, digital document imaging services, customer service surveys, utilizing a management consultant for community outreach, marketing and facilitation services, and small equipment repairs. Examples of goods that could be acquired under the program include bus cleaning supplies for Transit and plumbing materials involving in-house repairs for Wastewater.

Short Term Actions: To generate additional awareness and support for the Accelerator, the County's Operations Cabinet was briefed and sent a memorandum on how the program works in early 2013. The briefing and memorandum also communicated that the Small Business Accelerator can assist departments in meeting their equity and social justice (ESJ) goals and commitments, consistent with the direction provided by the King County Strategic Plan.

Longer Term Strategy: As part of the County's new federal Small Business Enterprise program for U.S. Department of Transportation (USDOT) funded procurements, the County requested and has received approval from the USDOT to apply the Accelerator to Transit goods assisted with USDOT dollars. Goods for the Transit Division that were once exempt from the Accelerator can now be set-aside for competition between certified federal Small Business Enterprises; many of these small businesses are also certified SCS firms. We will continue to review goods and technical services request from the Wastewater Division to identify contracting opportunities that may be appropriate for procurement via the Accelerator.

FEDERAL SMALL BUSINESS ENTERPRISE PROGRAM

Challenge: How can we ensure the successful rollout of the County's new federal Small Business Enterprise (SBE) program for USDOT funded projects?

Background: USDOT federal regulations promulgated in 2012 require that recipients receiving over \$250,000 in annual federal aid of USDOT dollars must implement an SBE program. Firms participating in this new program must be certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE). King County cannot certify firms to participate in this new federal small business program. The new federal SBE program is a component of the County's existing federal USDOT Disadvantaged Business Enterprise (DBE) Program.

Opportunity: To implement the new federal SBE Program requires an available pool of certified SBE firms. Federal DBE program regulations require that each state has a Unified Certification Program (UCP). The UCP in Washington State is the OMWBE. In 2013, the OMWBE encountered challenges to implementing the new SBE certification. With those challenges now resolved, there is an opportunity in 2014 to successfully launch the SBE program.

Short Term Actions: The County launched the new federal SBE program in the first quarter of 2014 for construction services. King County has also partnered with the OMWBE to hold educational workshops for small diverse businesses on the benefits of certification, and to provide one-to-one assistance in completing the application process.

Longer Term Strategy: To increase the participation of these small businesses, the County will apply methods similar to those used in the Contracting Opportunities Program to the new federal SBE program in all contracting categories. Many of the SBE firms are expected to be King County certified SCS firms.

TECHNICAL AND BUSINESS DEVELOPMENT ASSISTANCE

Challenge: How can we ensure there is an adequate supply of business development and technical assistance resource providers, for use by certified SCS firms, to meet the 15 hour business training requirement within the first year of program certification?

Background: The Contracting Opportunities Program was created to assist eligible small contractors and suppliers to compete for County contracts through the use of methods that promote their participation in greater numbers. In addition to meeting the business size criteria for SCS certification, all eligible applicants must also agree to participate in 15 hours of business training within the first year of program certification. A renewed emphasis on business development and a pool of potential technical assistance providers is needed to enhance the ability of certified SCS firms to compete successfully for public contracts. SCS firms have expressed concerns about identifying suitable resource providers to meet this business development criterion.

Opportunity: To satisfy the program business development training criterion, an SCS firm owner must seek out and identify a technical assistance or business development provider. A need exists to identify and make available to all certified SCS firms a listing of resource providers that can be utilized to fulfill this training criterion. For the past five years, the number of certified SCS firms has grown by more than 15% annually. In 2013, the number of certified SCS firms exceeded 1,600, reinforcing the need for this essential element of a comprehensive small business program.

Short Term Action: We have made updates to the Business Development and Contract Compliance website to include a short list of training sources, business development and technical assistance resource providers. This list includes a link to the website for each provider to obtain information on how to access services. In addition, we will include this information in all certification acceptance letters and SCS orientation materials.

Longer Term Strategy: We will develop partnerships with business development and technical assistance providers, including government agencies, such as the Procurement Technical Assistance Centers (PTACs) that provide local, in-person counseling and training services for small business owners. These centers provide technical assistance to businesses that want to sell products and services to federal, state, and or local governments. PTACs services are administered with funds from the US Defense Logistics Agency.

Another example are the Small Business Assistance Centers (SBACs) that offer a variety of free business consulting and low-cost training services including: business plan development, financial packaging and lending assistance, exporting and importing support, procurement and contracting aid, and market research help, among other support services to small business owners. SBACs are located throughout the United States and are hosted by leading universities and state economic development agencies, and funded in part through a partnership with U.S. Small Business Administration.

Local business development organizations and technical assistance providers include a mix of government, business and industry associations such as Tabor 100, the Washington State Office of Minority and Women's Business Enterprises (OMWBE), Community Capital Development, the Associated General Contractors of WA (AGC), and the William Factory Incubator, among others.

DATA FOR COMPLIANCE MONITORING AND REPORTING

Challenge: How can we improve the efficiency and quality of compliance monitoring and reporting, thereby freeing up staff resources to do the highest value added work?

Background: The County currently utilizes the Contract and Apprenticeship Report Tracking System (CARTS) to adequately track, monitor and report the performance of contractors in meeting established small business and apprenticeship goals and/or requirements. Launched in 2009, CARTS received the Digital Government Achievement Award in the Government-to-business category that recognizes outstanding agency applications. CARTS is an automated compliance and monitoring solution tool that increases efficiency and reduces turnaround time for County employees involved in the management of capital public works projects and for contractors performing work for the County.

There is a need to make enhancements to CARTS to better support the expansion of the regional certification program for small constrictors and suppliers. The number of certified SCS firms has grown from 837 firms in 2009 to more than 1,600 in 2013. This growth is attributed to procurement reform efforts and the expansion of the regional certification program to include Sound Transit, Port of Seattle and Seattle Colleges. The current process for certification is manual with paper forms. In many cases, the paper forms are incomplete and result in the use of additional staff time to consult with the applicant to obtain required information. If an applicant is determined eligible for certification, the business profile is entered into the CARTS system that is used to manage the County's Online Directory of certified SCS firms.

CARTS enhancements are also needed to provide more efficient reporting for Job Order Contracts (JOC). JOC is an alternative procurement method for small scale public works projects. The County manages JOC using two master contracts; specific projects are accomplished via individual work orders from departments. The contractor is evaluated on their utilization of small businesses, including a combination of certified SCS, minority, and women-owned firms. CARTS does not have the functionality to report at the work order level. BDCC uses spreadsheets and other tools to compile the data to report quarterly metrics for the two separate JOC contracts.

Opportunity: There is an opportunity to make the necessary enhancements and upgrades to CARTS to reduce the level of effort required for ongoing reporting.

Short Term Action: Staff will identify and document reporting problems and begin working with KCIT staff to explore “quick wins” in the second half of 2014. The focus will be on converting SCS applications to an online process and using automated methods to record results from JOC projects.

Longer Term Strategy: The focus will be on leveraging digital technology, such as CARTS, to improve the quality of data and reporting and to use this information to accomplish the objectives of the Contracting Opportunities Program. BDCC will take a leadership role and work closely with agency partners and customers to establish and clearly define roles, responsibilities, policies and procedures involving the future phases of CARTS enhancements.

EFFECTIVE STAFFING RESOURCE STRATEGIES

Challenge: What is the best allocation and use of limited staff resources for meeting statutory requirements and ensuring the continued success of the Contracting Opportunity Program?

Background: The BDCC section’s workload is driven by statutory requirements. Over the last few years, the BDCC section has remained at staffing level of four FTE positions but the program and its statutory requirements have been expanding.

BDCC’s workload remains very challenging. BDCC is responsible for administering multiple local, state and federal small business programs and serves as the County’s official Disadvantaged Business Enterprise Liaison Officer for the USDOT federal Disadvantaged Business Enterprise Program for both the King County’s Department of Transportation and the Ferry District. The work includes data collection, analysis and a myriad of required reports.

In addition to mandated reports, the BDCC section performs bid evaluations; conducts utilization analyses on a contract-by-contract basis to set requirements for small contractors and suppliers and the use of apprentices on county funded construction projects; monitors contractors’ compliance with these requirements; and conducts the contract closeout process. The contract closeout is critical for accurately determining compliance with program requirements and for reporting on the participation of small businesses and apprentices. The BDCC section also administers the regional SCS certification program; conducts quarterly small business orientations; and leads the planning efforts for multiple jurisdictions to jointly convene the annual Regional Contracting Forum.

Opportunity: Working with agency partners, it will be important for BDCC develop a complete inventory of the required reports and statutory obligations, including the roles/responsibilities for fulfilling the reporting requirements. There is also a need to examine how to fulfill these obligations and a review of

what services may have to decline or be eliminated unless additional resources are available. As mentioned earlier, there is also the opportunity to implement technology and other business improvement projects to reallocate staff time for the highest priority obligations.

Short Term Action: BDCC is developing a support plan for the rollout of the new federal SBE program in 2014. This initial planning work will be used to inform staffing requirements for this new program in the future.

Longer Term Strategy: Expanding requirements and additional new work cannot continue to be absorbed by the existing team of employees. There will need to a comprehensive review of the scope of responsibility and workloads for the BDCC section, including an analysis of service levels and staffing options. It will be important to consider how to balance reporting workloads involving both BDCC staff and the departments.

UNDERREPRESENTATION OF CERTIFIED FIRMS IN CERTAIN TYPES OF CONTRACTS

Challenge: Is it a realistic goal to significantly change the overall annual SCS participation for County goods and services contracts, which has remained relatively low at three to five percent each year?

Background: For goods and services valued at greater than \$25,000 and advertised using the County's formal competitive bidding process, the program applies a fair market range to bids received from certified SCS vendors. The fair market range is applied during the evaluation phase of the contracting process. The contract is awarded to the lowest responsible, responsive bidder; provided, however, that the County will award the contract to the SCS vendor that is within an established fair market range of the lowest non-SCS bidder. The fair market range is typically 5%.

Opportunity: The reason for low SCS participation in the past is two-fold: (1) there are limited subcontracting opportunities for the purchase of goods and services; and (2) it is difficult for small vendors to compete with larger companies at the prime level due to the volume levels required to maintain most County operations. It will be important to identify whether a higher participation of SCS firms could be achieved for selected types of goods and services.

Short Term Action: With the assistance of procurement and other agency partners, BDCC will conduct a gap analysis to identify commodities for which there is a shortage or low availability of small contractors and suppliers and the underlying reasons for the shortage. The analysis will also identify targeted opportunities for enhancing SCS participation where appropriate.

Longer Term Strategy: It will be important to identify vendors currently doing business with the County who may be eligible for SCS certification, but who have not yet applied. The County should also work with other governments to identify best practices and supply chain strategies to provide a greater number of opportunities to use certified SCS vendors in commodity areas where their current participation can be expanded.

JOB ORDER CONTRACTING

Challenge: How can the County encourage the maximum use of Job Order Contracting by departments while also ensuring there is a diverse mix of subcontractors?

Background: Job Order Contracting (JOC) is an alternate public works method used to quickly complete a wide variety of small-scale construction projects that include renovation, rehabilitation and repair work. JOC reduces levels of engineering, design and procurement lead time for projects with an estimated value under \$350,000 each. JOC contracts have the additional stipulations under state law that 90 percent of the work must be subcontracted, and the total contract value cannot exceed \$6 million annually. King County JOC contracts include goals for the use of SCS, minority and women owned businesses.

Opportunity: Because many subcontractors tend to be smaller firms, JOC contracts provide extensive subcontracting opportunities for small contractors and suppliers to participate in these projects. In 2011, the County executed its first \$4 million contract, and awarded a second JOC contract in 2012. Effective in 2013, the state legislature approved an increase from \$4 million to \$6 million in the annual JOC dollar threshold for Counties with populations over a million. The \$2 million increase in the annual JOC dollar threshold provides more opportunities for SCS firms, minority and women owned businesses to participate in work under this procurement method.

Short Term Action: Periodic “check in” meetings will be set up between the County’s JOC Contractor and County departments to inform and increase awareness about JOC as a viable means to accomplish small-scale construction projects. The focus will be on determining the type of projects that are best suited for JOC. The County will also continue to collect metrics on the diversity of the pool of subcontractors.

Longer Term Strategy: The County will utilize the planned CARTS enhancement to capture and report department use of alternate methods (e.g., JOC and the Small Business Accelerator) to support countywide ESJ principles as described in the King County Strategic Plan. Performance metrics will continue to be a part of the scope of work for JOC master contracts.

APPENDIX

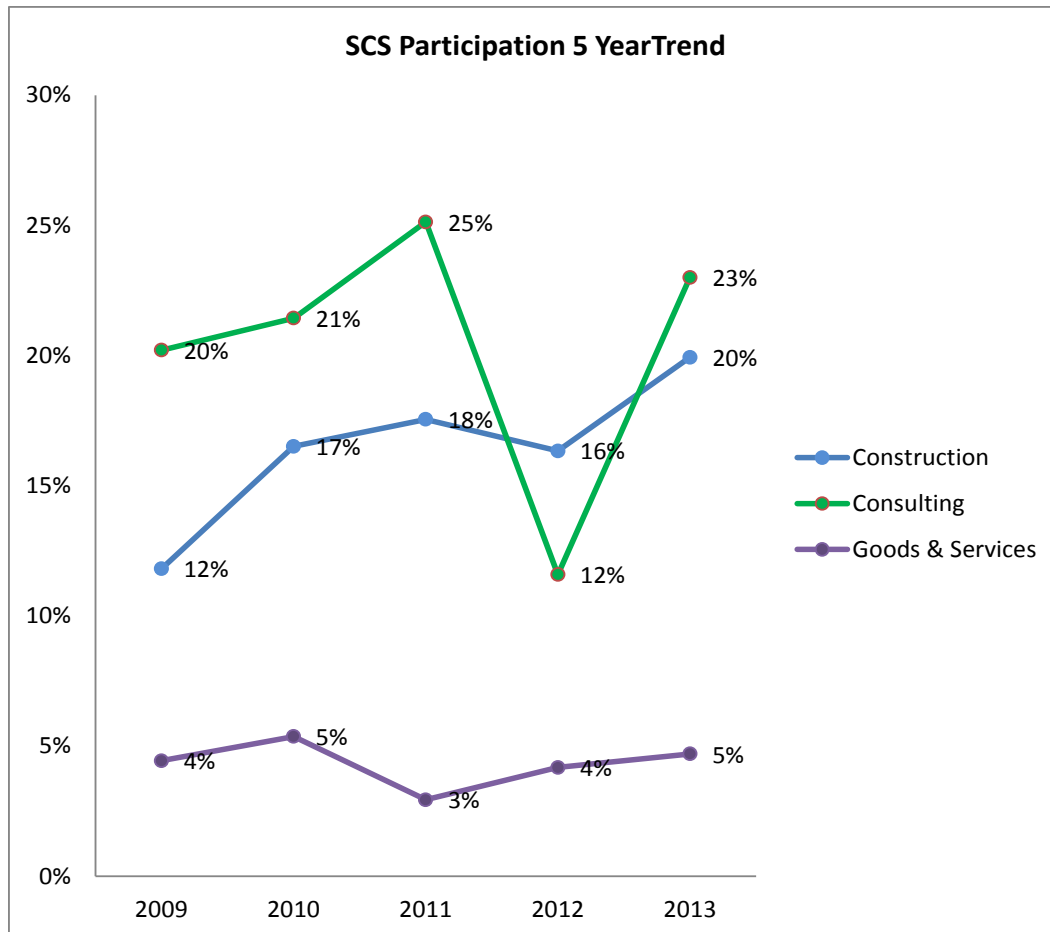
TABLES AND CHARTS

This section includes data tables that report the results of specific methods used to promote the use of SCS businesses. The tables address the annual reporting requirements outlined in Ordinance 15703 on the progress of the Contracting Opportunities Program during the period January 1, 2013 through December 31, 2013.



TABLES AND CHARTS

This section includes data tables that report the results of specific methods used to promote the use of SCS businesses. The tables address the annual reporting requirements outlined in Ordinance 15703 on the progress of the Contracting Opportunities Program during the period January 1, 2013 through December 31, 2013.



The 5-year data shown in the chart on this page is illustrative of the Contracting Opportunities Program performance during this period. Gains are reported for each year, except in 2012.

In 2012, SCS participation for consulting services appears substantially lower than in 2011. This is attributable to a decrease of more than 50% fewer dollars being subject to the SCS requirements in 2012. For example, in 2011, \$21.9 million consulting dollars were subject to SCS requirements compared to \$10.9 million in 2012.

SCS participation for goods and services has remained relatively constant over this period, averaging between 3% and 5% annually.

CONTRACT CATEGORY	2009	2010	2011	2012	2013
Construction	12%	17%	18%	16%	20%
Total Dollars	\$3,501,682	\$11,749,925	\$15,079,246	\$11,160,867	\$10,696,810
Consulting	20%	21%	25%	12%	23%
Total Dollars	\$5,329,365	\$3,061,420	\$5,507,235	\$1,269,637	\$7,186,225
Goods & Services	4%	5%	3%	4%	5%
Total Dollars	\$6,498,315	\$5,213,356	\$1,598,169	\$5,219,213	\$2,405,000

Table 1 below contains information on the total dollar amount of contracts awarded by contract category and the total dollar amount awarded by contract category for which the County applied incentives or requirements.

TABLE 1: TOTAL DOLLAR AMOUNT BY CONTRACT CATEGORY

For the period January 1 through December 31, 2013				
Contract Category	Goods & Services	Technical Consulting	A/E/P Consulting	Construction
Total Dollar Amount	\$132,158,241	\$155,739,972	\$48,419,270	\$138,909,223
Total dollar amount w/incentive applied	\$51,187,803	\$23,019,627	\$31,855,301	\$53,660,252

Table 2 below contains information on the total dollar amount of contract awards, by contract category that included SCS incentives or requirements, to SCS firms by race and gender, to the extent that SCS businesses voluntarily provided this information.

TABLE 2: CONTRACTS AWARDED THAT INCLUDED SCS INCENTIVES OR REQUIREMENTS

For the period January 1 through December 31, 2013					
Dollars Awarded to SCS Firms by Race and Gender	Minorities (including women)	White Females	White Males	TBD	Total Dollars Awarded to SCSs
Goods & Services	\$ 675,000	\$ 30,000	\$ 1,700,000	\$ -	\$ 2,405,000
Consulting	\$ 2,541,371	\$ 868,045	\$ 2,527,091	\$ 1,763,035	\$ 7,699,542
Construction	\$ 2,208,181	\$ 1,399,162	\$ 6,939,467	\$ 150,000	\$ 10,696,810
Totals	\$ 5,424,552	\$ 2,297,207	\$ 11,166,558	\$ 1,913,035	\$ 20,801,352

Table 3 below contains an alphabetical listing of SCS businesses awarded contracts for goods and services that included SCS incentives or requirements during the report period. The list includes information on the race and gender of these SCS businesses, to the extent that these businesses voluntarily provide this information. The table also reports the business location of these firms by city and zip code, and the dollar amount of the contract.

Goods and Services	2013 Total \$ Awarded to SCS Firms
Total \$ Amount of Contracts Awarded to SCS Firms	\$ 2,405,000

TABLE 3: GOODS AND SERVICES CONTRACT AWARDS TO SCS FIRMS

2013 Advertised Goods & Services Contracts					
Business Name	City	Zip	Race	Gender	\$ Contract Value
ABN TECHNOLOGIES, LLC	Lacey	98516	Black	Female	\$250,000
L-M BODY SHOP INC.	Kirkland	98034	White/Other	Male	\$1,650,000
PACIFIC NAIL & STAPLE INC. / POWER EQ SERVICES	Kirkland	98033	White/Other	Male	\$50,000
PPC SOLUTIONS INC	Spokane	99201	White/Other	Female	\$30,000
SOUND SAFETY PRODUCTS	Everett	98201	Native American	Female	\$175,000
TRIPLINET TECHNOLOGIES, INC.	Seattle	98122	Hispanic	Male	\$250,000
TOTAL					\$ 2,405,000
* Contract values shown as \$TBD for all on-call work order contracts when the SCS firm's scope of work has not yet been issued.					



Table 4 contains an alphabetical listing of SCS businesses awarded contracts for consulting services that included SCS incentives or requirements during the report period. The list includes information on the race and gender of these SCS businesses, to the extent that these businesses voluntarily provide this information. The table also reports the business location of these firms by city and zip code, and dollar amount of the contract.

Consulting Services	2013 Total \$ Awarded to SCS Firms
Total \$ Amount of Contracts Awarded to SCS Firms	\$7,699,542

TABLE 4: A/E/P AND TECHNICAL CONSULTING CONTRACT AWARDS TO SCS FIRMS

2013 A/E/P and Technical Consulting Contracts					
Business Name	City	Zip	Race	Gender	\$ Contract Value
ADVANCED INDUSTRIAL AUTOMATION CORP.	Redmond	98052	White/Other	Male	\$140,170
AQUA TERRA CULTURAL RESOURCE CONSULTANTS LLC	Tumwater	98512	White/Other	Female	\$3,270
AQUALYZE, INC.	Macomb	61455	Asian	Male	\$13,650
ARGUS PACIFIC INC	Seattle	98119	White/Other	Male	\$38,330
ARNOLD SERVICES	Tacoma	98405	Black	Female	\$15,000
BEACON ENGINEERS INC.	Bothell	98021	White/Other	Male	\$94,441
BOB ROSAIN & ASSOCIATES, LLC	Bellevue	98008	White/Other	Male	\$13,838
BRIGHT ENGINEERING INC	Seattle	98101	Black	Male	\$17,752
CARLSTAD CONSULTING	Bothell	98011	White/Other	Female	\$8,246
CEPTARA CORP	Mill Creek	98082	White/Other	Male	\$50,000
COLES CONSULTANTS LLC	Seattle	98125	White/Other	Male	\$107,713
COSMOPOLITAN MARINE ENGINEERING	Gig Harbor	98335	White/Other	Male	\$57,618
DONNOE & ASSOCIATES, INC.	Sacramento	95834	White/Other	Male	\$50,000
ELDRED & ASSOCIATES	Sedro-Woolley	98284	Native American	Female	\$26,681
EMB CONSULTING LLC	Brier	98036	White/Other	Female	\$22,177
ENGINUIITY SYSTEMS, LLC	Tacoma	98042	White/Other	Male	\$27,271
ENVIRONMENTAL PROJECT CONSULTING, LLC	Seattle	98125	White/Other	Male	\$283,350
FLT CONSULTING, INC	Olympia	98502	White/Other	Female	\$40,000
FOLLETT ENGINEERING, PLLC	Redmond	98053	White/Other	Male	\$39,397
FSI CONSULTING ENGINEERS	Seattle	98104	White/Other	Male	\$584,713
GEALOGICA, LLC.	Seattle	98105	White/Other	Female	\$3,972
GRIFFIN HILL & ASSOCIATES LLC	Seattle	98118	Black	Male	\$779,866
HK ELECTRICAL ENGINEERS, LLC	Sherwood	97140	White/Other	Male	\$19,300
HOUGH BECK & BAIRD INC.	Seattle	98004	White/Other	Female	\$66,661

2013 A/E/P and Technical Consulting Contracts					
J B IRINGAN CONSULTING	Everett	98203	Asian	Male	\$6,600
KATHRYN CRAWFORD SAXER COACHING	Seattle	98118	White/Other	Female	\$40,000
LIN & ASSOCIATES, INC.	Seattle	98164	Asian	Male	\$29,097
MOMIX SOLUTION, INC	Dripping Springs	78620	White/Other	Female	\$100,000
NATURAL SYSTEMS DESIGN LLC	Seattle	98115	White/Other	Male	\$79,186
NOLAN MORRISON CONSULTING LLC - DBA NMC	Seattle	98124	White/Other	Female	\$97,500
*NORTHWEST UNDERWATER CONSTRUCTION, L.L.C.	Vancouver	98685	White/Other	Male	\$TBD
OSBORN CONSULTING, INC.	Bellevue	98004	White/Other	Female	\$19,160
OSBORN PACIFIC GROUP INC	Seattle	98121	White/Other	Female	\$35,557
PLANNING & MANAGEMENT SERVICES, INC	Federal Way	98003	White/Other	Male	\$189,560
PRODIMS	Kirkland	98033	White/Other	Male	\$1,453
PROJECT DELIVERY ANALYSTS, LLC	Bainbridge Island	98110	White/Other	Male	\$86,407
PRR INC	Seattle	98101	Asian	Female	\$588,317
RANKIN CONSULTING, INC	Seattle	98115	Hispanic	Female	\$26,642
RICHARD MARTIN GROUNDWATER, LLC	Seattle	98117	Multiracial	Male	\$53,560
RIDOLFI INC	Seattle	98104	White/Other	Female	\$42,803
ROBERTS ENGINEERING PLLC	Redmond	98052	White/Other	Male	\$40,793
ROLLUDA ARCHITECTS INC	Seattle	98104	Asian	Male	\$500,000
SAEZ CONSULTING ENGINEERS INC	Bainbridge Island	98110	Hispanic	Male	\$9,355
SANDO ENGINEERING, LLC	Seattle	98109	White/Other	Female	\$57,506
SAZAN GROUP INC	Seattle	98101	White/Other	Male	\$21,761
SCS CONSULTING, LTD	Tacoma	98404	White/Other	Male	\$347,559
SOIL & ENVIRONMENTAL ENGINEERS	Redmond	98052	Pacific Islander	Male	\$225,718
STACHELI TRENCHLESS CONSULTANTS LLC	Bothell	98021	White/Other	Female	\$42,696
STRATEGICA, INC.	Sammamish	98074	White/Other	Male	\$80,000
*SYSTEMS CONSULTING LLC	Tacoma	98401	Black	Female	\$TBD
THE BERGER PARTNERSHIP	Seattle	98109	White/Other	Male	\$129,153
TISCARENO ASSOCIATES PS	Seattle	98101	Hispanic	Male	\$4,633
TRUE NORTH LAND SURVEYING INC	Seattle	98104	White/Other	Female	\$154,577
UDALOY ENVIRONMENTAL CONSULTING	Lake Forest Park	98155	White/Other	Female	\$110,807
URBAN SYSTEMS DESIGN	Seattle	98133	White/Other	Female	\$14,583
URBANTECH SYSTEMS	Seattle	98121	Black	Male	\$39,030
VK TECH SERVICES	Vancouver	98685	White/Other	Male	\$18,880
WAYWORKS	Seattle	98136	White/Other	Female	\$8,530

2013 A/E/P and Technical Consulting Contracts					
WHITNEY JENNINGS	Mercer Island	98040	Black	Female	\$40,000
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$86,738
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$150,000
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$131,163
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$22,979
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$547,156
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$362,500
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$385,000
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$2,500
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$75,000
TOTAL					\$7,699,542
* Contract values shown as \$TBD for all on-call work order contracts when the SCS firm's scope of work has not yet been issued.					

Table 5 below contains a listing of awarded contracts for construction projects that included SCS requirements during the report period. The table also reports the required percentage of SCS participation based on the contract amount, and the actual percentage and dollar amount of SCS participation on these projects.

TABLE 5: AWARDED CONTRACTS WITH SCS REQUIREMENTS

January – December 2013 Requirements Applied for Construction Contracts				
Contract Title	Required SCS%	Contract Amount	Actual SCS \$	Actual SCS %
KENT/AUBURN CONVEYANCE SYSTEM IMPROVEMENTS - KENT EAST HILL DIVERSION AND STUCK RIVER TRUNK	4.00%	\$4,088,778	\$851,609	6.70%
RENTON AVENUE S. PEDESTRIAN IMPROVEMENTS	5.00%	\$418,924	\$525,477	31.10%
HARBORVIEW MEDICAL CENTER BEH ENDOVASCULAR OPERATING ROOM 17	8.00%	\$996,801	\$192,389	10.74%
WEST POINT TREATMENT PLANT INFLUENT SCREENING IMPROVEMENTS PROJECT	5.00%	\$10,179,622	\$430,690	23.32%
RANRIP H-34	5.00%	\$166,200	\$471,598	31.37%
RANRIP BID PACKAGE S-35	5.00%	\$159,851	\$232,389	23.25%
RANRIP - BID PACKAGE S-36	5.00%	\$150,000	\$17,800	7.92%

January – December 2013 Requirements Applied for Construction Contracts				
RANRIP - BID PACKAGE M-37	10.00%	\$651,975	\$641,615	15.69%
DEMOLITION/DECONSTRUCTION OF BUILDINGS AT THE MURRAY CSO SITE	5.00%	\$207,788	\$418,924	100.00%
COLUMBIA PUBLIC HEALTH REMODEL	10.00%	\$239,800	\$136,841	13.73%
CEDAR HILLS REGIONAL LANDFILL AREA 7 STAGE 1 CLOSURE CONSTRUCTION	5.00%	\$1,837,476	\$1,086,539	10.67%
NORTH BASE HVAC REPLACEMENT AND ELECTRICAL UPGRADES	15.00%	\$7,744,452	\$33,557	20.19%
THE REDDINGTON MOBILE HOME REMOVAL	10.00%	\$69,974	\$207,817	130.01%
RANRIP M-40	10.00%	\$988,000	\$164,260	109.51%
RANRIP S-38	5.00%	\$124,797	\$65,278	10.01%
RANRIP S-39	5.00%	\$184,400	\$38,665	18.61%
REDDINGTON LEVEE SETBACK	10.00%	\$7,279,230	\$94,843	39.55%
MILITARY ROAD SOUTH AT SOUTH 342ND ST (INTERSECTION IMPROVEMENT)	10.00%	\$809,484	\$143,487	7.81%
KCIA AIRFIELD STORM DRAIN REHABILITATION	5.00%	\$2,098,909	\$1,637,224	21.14%
WPTP RAW SEWAGE PUMP ENGINE EMISSIONS PROJECT	3.00%	\$3,353,591	\$14,377	20.55%
RANRIP S-42	5.00%	\$249,793	\$124,410	12.59%
RANRIP M-43	10.00%	\$1,334,896	\$18,870	15.12%

January – December 2013 Performance Based Requirements Applied to Construction		
WORK ORDER CONTRACTS		
SWD FACILITIES - ENVIRONMENTAL SYSTEMS CONSTRUCTION WORK ORDER	5.00%	\$1,000,000
2013 WORK ORDER CONSTRUCTION: DEMOLITION FOR KING COUNTY PARK STRUCTURES	5.00%	\$500,000
WORK ORDER BUILDING REPAIR AND RENOVATION 2013-2014	15.00%	\$1,000,000
CONCRETE MAINTENANCE WORK ORDER FOR TRANSIT FACILITIES	5.00%	\$500,000
DATA & TELECOMMUNICATIONS CABLING WORK ORDER 2013	10.00%	\$1,000,000
BUILDING ENVELOPE & WATERPROOFING WORK ORDER 2013-2014 (RE-BID)	5.00%	\$1,000,000

Table 6 below contains an alphabetical listing of SCS businesses awarded contracts for construction services that included SCS incentives or requirements, during the report period. The list includes information on the race and gender of these SCS businesses, to the extent that these businesses voluntarily provide this information. The table also reports the business location of these firms by city and zip code, and dollar amount of the contract.

Construction Services	2013 Total \$ Awarded to SCS Firms
Total \$ Amount of Contracts Awarded to SCS Firms	\$ 10,696,810

TABLE 6: CONSTRUCTION CONTRACT AWARDS TO SCS FIRMS

2013 Construction Contracts					
Business Name	City	Zip	Race	Gender	\$ Contract Value
4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$8,744
4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$52,000
4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$11,424

2013 Construction Contracts					
4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$17,244
*4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$TBD
4 SEASONS HOME HEATING AND AIR CONDITIONING, INC	Bonney Lake	98391	White/Other	Male	\$95,000
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$6,900
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$38,665
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$7,446
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$7,000
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$14,800
AAA ABATEMENT AND DEMOLITION, INC.	Tacoma	98563	Asian	Female	\$62,750
AAA CONTRACTORS INC	Kent	98089	Asian	Male	\$13,274
AMERICAN PRIDE CORPORATION	Kent	98035	Asian	Male	\$49,322
AMERICAN PRIDE CORPORATION	Kent	98035	Asian	Male	\$250,000
ASCENDENT, LLC	Pacific	98047	White/Other	Male	\$64,261
ASHFORD ELECTRIC & CONSTRUCTION CO	Kirkland	98033	White/Other	Female	\$52,800
AWARD CONSTRUCTION INC	Ferndale	98248	White/Other	Male	\$418,924
BB ELECTRIC, INC.	Tacoma	98409	White/Other	Male	\$24,813
BB ELECTRIC, INC.	Tacoma	98409	White/Other	Male	\$4,280
BB ELECTRIC, INC.	Tacoma	98409	White/Other	Male	\$57,040
BB ELECTRIC, INC.	Tacoma	98409	White/Other	Male	\$15,122
BB ELECTRIC, INC.	Tacoma	98409	White/Other	Male	\$81,736
BIG MOUNTAIN ELECTRIC, INC.	Enumclaw	98022	White/Other	Male	\$2,000
BIG MOUNTAIN ELECTRIC, INC.	Enumclaw	98022	White/Other	Male	\$71,065
BIG MOUNTAIN ELECTRIC, INC.	Enumclaw	98022	White/Other	Male	\$14,670
BLACK'S CARPENTRY INCORPORATED	Renton	98058	White/Other	Male	\$175,037
BURIEN NATURAL GAS SERVICE INC.	Burien	98166	White/Other	Male	\$65,278
CADENCE CONSTRUCTION, INC.	Seattle	98118	White/Other	Male	\$164,260
CAVEMAN CARPENTRY LLC	Renton	98058	White/Other	Female	\$61,457
CAVEMAN CARPENTRY LLC	Renton	98058	White/Other	Female	\$82,325

2013 Construction Contracts					
COATINGS UNLIMITED INC.	Kent	98032	White/Other	Male	\$45,035
COATINGS UNLIMITED INC.	Kent	98032	White/Other	Male	\$7,430
COATINGS UNLIMITED INC.	Kent	98032	White/Other	Male	\$17,930
COATINGS UNLIMITED INC.	Kent	98032	White/Other	Male	\$43,170
COMMERCIAL FENCE CORPORATION	Seattle	98106	White/Other	Female	\$4,529
COMMERCIAL FENCE CORPORATION	Seattle	98106	White/Other	Female	\$5,852
CONTEMPORARY HOME SERVICES INC	Auburn	98001	White/Other	Female	\$15,370
CONTEMPORARY HOME SERVICES INC	Auburn	98001	White/Other	Female	\$4,240
DERIAN, INC.	Kirkland	98034	Native American	Male	\$950,000
ECO ELECTRIC	Mercer Island	98040	White/Other	Male	\$15,000
ECO ELECTRIC	Mercer Island	98040	White/Other	Male	\$55,200
ECO ELECTRIC	Mercer Island	98040	White/Other	Male	\$11,100
ENGLERT CONSTRUCTION	Puyallup	98375	White/Other	Male	\$8,079
ENVIRONMENTAL ABATEMENT SERVICES INC	Mount Vernon	98273	Hispanic	Female	\$8,034
FIRESHIELD, INC.	Gig Harbor	98335	White/Other	Male	\$34,590
FIRESHIELD, INC.	Gig Harbor	98335	White/Other	Male	\$92,745
FOLLETT ENGINEERING, PLLC	Redmond	98053	White/Other	Male	\$58,500
FULLER ELECTRIC, INC	Federal Way	98003	White/Other	Female	\$5,000
G & G INCORPORATED	Kent	98042	White/Other	Female	\$5,000
GARY HARPER CONSTRUCTION INC	Snohomish	98296	White/Other	Male	\$150,344
HOT MIX PAVERS INC	Tukwila	98168	Native American	Male	\$11,020
JC SUPPLY & MANUFACTURING (LIGHTCAP INDUSTRIES INC)	Ontario	91761	White/Other	Female	\$33,000
JEM CONTRACTORS, INC.	Burien	98146	White/Other	Female	\$1,453
JEM CONTRACTORS, INC.	Burien	98146	White/Other	Female	\$24,415
JEM CONTRACTORS, INC.	Burien	98146	White/Other	Female	\$66,653
JEM CONTRACTORS, INC.	Burien	98146	White/Other	Female	\$171,316
JL DOOR SUPPLY	Renton	98058	White/Other	Female	\$21,600
JL DOOR SUPPLY	Renton	98058	White/Other	Female	\$12,773
JL DOOR SUPPLY	Renton	98058	White/Other	Female	\$22,560
JMR TRUCKING INC	Seattle	98178	Black	Male	\$355,000
KING COUNTY SECURITY GUARDS, LLC	Renton	98057	White/Other	Female	\$31,920

2013 Construction Contracts					
KOLKAY ELECTRIC INC	Ravesdale	98051	White/Other	Female	\$7,654
KOLKAY ELECTRIC INC	Ravesdale	98051	White/Other	Female	\$99,590
KOLKAY ELECTRIC INC	Ravesdale	98051	White/Other	Female	\$66,905
KOLLMAR SHEET METAL WORKS, INC.	Seattle	98108	Asian	Male	\$133,470
LACEY GLASS, INC.	Lacey	98503	White/Other	Male	\$14,534
*MAGNUM CRANE LLC	Kent	98035	Native American	Male	\$TBD
MARONI CONSTRUCTION, INC.	Enumclaw	98022	White/Other	Female	\$3,800
MARONI CONSTRUCTION, INC.	Enumclaw	98022	White/Other	Female	\$11,200
MARONI CONSTRUCTION, INC.	Enumclaw	98022	White/Other	Female	\$12,175
MARONI CONSTRUCTION, INC.	Enumclaw	98022	White/Other	Female	\$12,987
MASTERCRAFT ELECTRIC, INC.	Pacific	98047	White/Other	Male	\$1,189,285
MECHANICAL & CONTROL SERVICES, INC. MCS	Milton	98354	White/Other	Male	\$10,565
MISSION GLASS	Olympia	98501	White/Other	Male	\$6,493
MR. HANDYMAN OF SEATTLE (AND HANDY ELECTRICAL SERVICES)	Seattle	98103	White/Other	Male	\$4,525
NO CLOWNS SWEEPING	Puyallup	98371	White/Other	Male	\$4,200
NORTHWEST ASPHALT INC	Renton	98059	White/Other	Male	\$64,300
NORTHWEST ASPHALT INC	Renton	98059	White/Other	Male	\$41,129
NORTHWEST ASPHALT INC	Renton	98059	White/Other	Male	\$2,200
NORTHWEST ASPHALT INC	Renton	98059	White/Other	Male	\$126,610
NORTHWEST METALS & SALVAGE SERVICE, INC.	Seattle	98103	White/Other	Male	\$210,000
NORTHWEST WELDING & FABRICATION, INC.	Lacey	98503	White/Other	Female	\$56,560
OMA CONSTRUCTION INC	Seattle	98144	Asian	Male	\$94,165
ONEDURR, INC.	Lakewood	98499	White/Other	Male	\$1,900
ONEDURR, INC.	Lakewood	98499	White/Other	Male	\$1,420
ONEDURR, INC.	Lakewood	98499	White/Other	Male	\$9,405
OUT WEST LANDSCAPE AND IRRIGATION INC	Woodinville	98072	White/Other	Female	\$28,995
PENNY LEE TRUCKING INC	Arlington	98223	White/Other	Female	\$10,807
PRIZM SURVEYING, INC.	Tacoma	98411	White/Other	Male	\$29,900
QUALITY FLOORS LLC	Auburn	98001	White/Other	Male	\$122,581
QUALITY WOODWORKING & CONSTRUCTION LLC	Renton	98057	Black	Male	\$96,104
RAINIER SURVEYING PLLC	Auburn	98001	White/Other	Male	\$40,000
RELANCE FIRE PROTECTION INC	Preston	98050	White/Other	Female	\$4,680

2013 Construction Contracts					
RELiance FIRE PROTECTION INC	Preston	98050	White/Other	Female	\$14,670
RELiance FIRE PROTECTION INC	Preston	98050	White/Other	Female	\$66,310
RELiance FIRE PROTECTION INC	Preston	98050	White/Other	Female	\$4,600
RHD ENTERPRISES, INC	Tacoma	98419	Asian	Female	\$5,626
ROAD CONSTRUCTION NORTHWEST, INC.	Renton	98057	White/Other	Male	\$1,000,000
ROAD CONSTRUCTION NORTHWEST, INC.	Renton	98057	White/Other	Male	\$500,000
ROAD CONSTRUCTION NORTHWEST, INC.	Renton	98057	White/Other	Male	\$809,484
SEATTLE SWEEPING INC	North Bend	98045	White/Other	Female	\$55,200
SGS GLASS CO., INC	Tukwila	98168	White/Other	Male	\$31,470
SILVER STREAK INC	Maple Valley	98038	White/Other	Female	\$185,000
SILVER STREAK INC	Maple Valley	98038	White/Other	Female	\$1,835
*SILVER STREAK INC	Maple Valley	98038	White/Other	Female	\$TBD
STEELKORR LLC	Seattle	98108	Asian	Male	\$41,110
T-MAX INC	Maple Valley	98038	White/Other	Female	\$8,524
T-MAX INC	Maple Valley	98038	White/Other	Female	\$308
TRIDENT WATER WORKS INC.	Puyallup	98372	White/Other	Male	\$363,056
UNITED SYSTEMS MECHANICAL LLC	Seattle	98134	White/Other	Male	\$74,340
VINNIE & SONS PLUMBING, LLC	Puyallup	98371	White/Other	Female	\$125,100
WASHINGTON HEATING AND AIR CONDITIONING INC.	Burien	98168	Asian	Male	\$41,050
WASHINGTON HEATING AND AIR CONDITIONING INC.	Burien	98168	Asian	Male	\$20,125
WATERSMITH CONSTRUCTION, INC	Tumwater	98512	White/Other	Male	\$158,050
WATERSMITH CONSTRUCTION, INC	Tumwater	98512	White/Other	Male	\$237,000
WB FLOORING, INC	Kirkland	98033	White/Other	Male	\$5,000
WHITE SHIELD INC	Pasco	99301	Native American	Male	\$2,320
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$100,000
PERFORMANCE BASED (\$TBD)	TBD	TBD	TBD	TBD	\$50,000
CONSTRUCTION TOTAL					\$10,696,810

2013 Construction Contracts

* Contract values shown as \$TBD for all on-call work order contracts when the SCS firm's scope of work has not yet been issued.

Table 7 below provides information on the number of SCS businesses by race and gender, to the extent businesses voluntarily provide this race and gender information, in each of the contract categories.

TABLE 7: SCS FIRM STATISTICS

List of Participating SCS Firms	
All Categories (as of 12/31/2013)	1,694
Architectural Engineering Firms:	151
Minority	44
Minority Female	12
White Female	41
White Male	66
Construction Firms:	360
Minority	110
Minority Female	25
White Female	79
White Male	171
Consulting Firms:	729
Minority	229
Minority Female	83
White Female	236
White Male	264
Goods and Services Firms:	454
Minority	187
Minority Female	58
White Female	110
White Male	157
<i>SCS directory of firms is available online at the following address:</i>	
http://www.kingcounty.gov/scsdirectory	

Tables 8a, 8b, 8c, and 8d below provide a list for the goods and services contract category of the number of SCS businesses by race and gender, to the extent businesses voluntarily provide this race and gender information, in each of the following revenue categories:

TABLE 8: GOODS & SERVICES SCS FIRMS CATEGORIZED BY ANNUAL GROSS RECEIPTS

Table 8a: \$0 - \$500,000 - In Gross Receipts				Table 8b: \$500,000 - \$1 Million - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	18	-	Asian	Female	3	-
	Male	17	-		Male	7	-
Black	Female	14	-	Black	Female	-	-
	Male	54	-		Male	3	-
Hispanic	Female	9	-	Hispanic	Female	2	-
	Male	11	1		Male	2	-
Multi-Racial	Female	1	-	Multi-Racial	Female	-	-
	Male	2	-		Male	-	-
Native American	Female	3	-	Native American	Female	-	-
	Male	4	-		Male	3	-
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	2	-		Male	-	-
White	Female	76	1	White	Female	19	1
	Male	93	2		Male	31	1
Total Firms		304	4	Total Firms		70	2

Table 8c: \$1 Million - \$2 Million -In Gross Receipts				Table 8d: Over \$2 Million - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	2	-	Asian	Female	2	-
	Male	3	-		Male	6	-
Black	Female	1	1	Black	Female	1	-
	Male	6	-		Male	3	-
Hispanic	Female	-	-	Hispanic	Female	1	-
	Male	1	-		Male	2	-
Multi-Racial	Female	-	-	Multi-Racial	Female	-	-
	Male	-	-		Male	-	-
Native American	Female	-	-	Native American	Female	1	1
	Male	2	-		Male	1	-
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	-	-		Male	-	-
White	Female	5	-	White	Female	10	1
	Male	13	-		Male	20	2
Total Firms		33	1	Total Firms		47	4

Tables 9a, 9b, 9c and 9d below provide a list for the consulting services contract category of the number of SCS businesses by race and gender, to the extent businesses voluntarily provide this race and gender information, in each of the following revenue categories:

TABLE 9: A&E & TECHNICAL CONSULTING SCS FIRMS' CATEGORIZED BY ANNUAL GROSS RECEIPTS

Table 9a: \$0 - \$250,000 - In Gross Receipts				Table 9b: \$250,000 - \$500,000 - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	38	1	Asian	Female	3	-
	Male	40	3		Male	11	1
Black	Female	17	3	Black	Female	1	1
	Male	42	-		Male	4	1
Hispanic	Female	10	1	Hispanic	Female	1	-
	Male	14	1		Male	5	1
Multi-Racial	Female	3	-	Multi-Racial	Female	-	-
	Male	5	1		Male	-	-
Native American	Female	9	1	Native American	Female	-	-
	Male	9	-		Male	-	-
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	-	-		Male	2	3
White	Female	190	14	White	Female	20	-
	Male	205	17		Male	46	10
Total Firms		582	42	Total Firms		93	17

Table 9c: \$500,000 - \$1 Million - In Gross Receipts				Table 9d: Over \$1 Million - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	4	-	Asian	Female	6	4
	Male	10	-		Male	16	4
Black	Female	-	-	Black	Female	2	-
	Male	5	4		Male	7	-
Hispanic	Female	-	-	Hispanic	Female	1	-
	Male	1	-		Male	2	-
Multi-Racial	Female	-	-	Multi-Racial	Female	-	-
	Male	-	-		Male	-	-
Native American	Female	-	-	Native American	Female	-	-
	Male	-	-		Male	5	-
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	-	-		Male	-	-
White	Female	32	7	White	Female	35	9
	Male	29	3		Male	50	13
Total Firms		81	14	Total Firms		124	30

Tables 10a, 10b, 10c, and 10d below provides a list for the construction services contract category of the number of SCS businesses by race and gender, to the extent businesses voluntarily provide this race and gender information, in each of the following revenue categories shown on the next page.

TABLE 10: CONSTRUCTION SCS FIRMS' BY ANNUAL GROSS RECEIPTS

Table 10a: \$0 - \$500,000 - In Gross Receipts				Table 10b: \$500,000 - \$3 Million - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	6	6	Asian	Female	1	1
	Male	12	4		Male	8	7
Black	Female	5	-	Black	Female	-	-
	Male	24	5		Male	4	-
Hispanic	Female	2	-	Hispanic	Female	1	1
	Male	10	1		Male	1	2
Multi-Racial	Female	1	-	Multi-Racial	Female	-	-
	Male	-	-		Male	-	-
Native American	Female	5	-	Native American	Female	2	-
	Male	9	1		Male	3	2
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	1	-		Male	-	-
White	Female	35	10	White	Female	35	26
	Male	80	25		Male	57	15
Total Firms		190	52	Total Firms		112	54

Table 10c: \$3 Million - \$8 Million - In Gross Receipts				Table 10d: Over \$8 Million - In Gross Receipts			
Race	Gender	Certified Firms	Contract Firms	Race	Gender	Certified Firms	Contract Firms
Asian	Female	-	-	Asian	Female	-	-
	Male	3	1		Male	-	-
Black	Female	1	-	Black	Female	-	-
	Male	3	1		Male	1	-
Hispanic	Female	1	-	Hispanic	Female	-	-
	Male	3	-		Male	-	-
Multi-Racial	Female	-	-	Multi-Racial	Female	-	-
	Male	-	-		Male	-	-
Native American	Female	-	-	Native American	Female	-	-
	Male	3	5		Male	-	-
Pacific Islander	Female	-	-	Pacific Islander	Female	-	-
	Male	-	-		Male	-	-
White	Female	8	16	White	Female	1	2
	Male	31	27		Male	3	10
Total Firms		53	50	Total Firms		5	12

UTILIZATION DATA –OTHER CERTIFIED SMALL, MINORITY, WOMEN AND DISADVANTAGED BUSINESSES

All Certified Firms²

Reporting period: January 1, 2013 to December 31, 2013

Certification Type	Goods and Services	Consulting	Construction	Total Contracts to Certified Firms
King County Small Contractors Suppliers	\$3,105,000	\$8,941,438	\$20,252,634	\$32,299,072
Minority Business Enterprises ³	\$54,948,761	\$2,783,476	\$7,663,028	\$65,395,265
Women Business Enterprises	\$280,000	\$2,808,189	\$4,459,877	\$7,548,067
Disadvantaged Business Enterprises	\$480,000	\$3,380,345	\$8,384,181	\$12,244,527

The Contracting Opportunities Program is one tool among many that King County uses to support the participation of small businesses in its contracting opportunities. Other tools include outreach and business development efforts that complement the County's existing federal small business programs. These federal small business programs include the United States Department of Transportation (USDOT) Disadvantaged Business Enterprise (DBE) Program, and the Environmental Protection Agency's (EPA) Fair Share Program that includes Good Faith Efforts requirements and voluntary goals for Minority Business Enterprises (MBE) and Women Business Enterprises (WBE). These federal programs support the inclusion of other "Certified" firms. The table above shows data on the County's use of all of these categories of "Certified" businesses.

The term "*Certified*" in this section means a business that is certified by the Washington State Office of Minority and Women's Businesses Enterprises (OMWBE) and/or the Northwest Minority Supplier Development Council (NMSDC). The OMWBE is by statute the sole certifying agency in the state of Washington for businesses seeking federal and state certification as a DBE, MBE or WBE for participation in the federal USDOT or EPA programs. The participation of these OMWBE certified firms are included in the data reported in this section. The NMSDC and its 39 regional councils serve as a link between public agencies and private sector corporations to minority owned businesses that it certifies. The NMSDC certifies businesses that are at least 51% ethnic minority owned. The participation of NMSDC certified MBE firms are included in the MBE data reported in this section.

² A business may possess more than one type of certification. For example, a business certified by King County as a Small Contractor and Supplier (SCS) may also be certified by the state of Washington as a Women-owned Business Enterprise (WBE). The total dollars for each certification type is reported separately.

³ Includes Minority Business Enterprise firms certified by WA State OMWBE and Northwest Minority Supplier Diversity Council